

**CITY CLERK
ORIGINAL**

**C-11089
09/09/2016**

**AGREEMENT FOR
RETIREE BILLING SERVICES-
THIRD PARTY ADMINISTRATOR
City of Glendale Solicitation No. RFP 16-44**

This Agreement for Retiree Billing Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Integrated Benefit Services, Inc., a Nevada corporation, (the "Consultant"), as of the 9 day of September 2016.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 16-44 (the "Project");
- B. Consultant desires to provide City with services ("Services") consistent with industry-best practices and the standards set forth in this Agreement in order to complete the project; and
- C. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Consultant agree as follows:

1. Key Personnel; Sub-contractors.

1.1 **Services.** Consultant will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or consultants, retained by City.

2. Schedule. The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. Consultant's Work.

3.1 **Standard.** Consultant must perform services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 **Licensing.** Consultant warrants that:

- a. Consultant and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Consultant nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Consultant to notify City as required will constitute a material default under the Agreement.

- 3.3 **Compliance.** Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 **Work Product.**

- a. **Ownership.** Upon receipt of payment for services furnished, Consultant grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
- (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. **Delivery.** Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. **City Use.**
- (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 **Compensation.** Consultant will receive an initial one-time setup fee of \$750.00 as compensation from the City for performance of the services provided in accordance with the Scope of Work. This set-up fee will not be charged to the City for services performed during any renewal term. Consultant will be paid a flat fee per Retiree per month for each Account serviced, as specifically detailed in **Exhibit B** (the "Compensation").

- 4.2 **Change in Scope of Project.** The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Payment.

- a. City will pay the initial set-up fee referenced in Section 4 and Exhibit B within 30 days of the Effective Date of this Agreement.
- b. Payment may be subject to or conditioned upon City's receipt of completed work generated by Consultant and its Sub-contractors; and

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Consultant will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Service and Repair furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements. Consultant must obtain and maintain the following insurance ("Required Insurance"):

- a. Consultant and Sub-contractors. Consultant, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Consultant's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Consultant must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.

- (3) This commercial general liability insurance must include independent Consultants' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Consultant and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Nevada law, as all work performed under this contract will be performed within the State of Nevada by Consultant, a Nevada corporation.
- e. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. If the policy provided is on a claims-made basis, the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least two (2) years after completion of the contract work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of two (2) years after the completion of contract work.
- f. Notice of Changes. Consultant's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Consultant or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Consultant or and Sub-contractor's Policies; and
 - (3) Any other material modification of Consultant or Sub-contractor's Policies related to this Agreement.
- g. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Consultant must deliver to City Representative certificates of insurance for each of Consultant and Sub-contractor's Policies, which will confirm the existence or issuance of Consultant and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Consultant and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Consultant and Sub-contractor's Policies, or to examine Consultant and Sub-contractor's Policies, or to inform Consultant or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Consultant's failure to secure and maintain Consultant Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- h. Other Consultants or Vendors.
 - (1) Other Consultants or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

- (2) This insurance coverage must comply with the requirements set forth above for Consultant's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- i. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Consultant must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Consultant and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other

party is complying with the above-mentioned warranty. The Consultant and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. Notices.

10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Integrated Benefit Services, Inc.
c/o Cynthia Adams, President
10620 Southern Highlands Parkway #110-416
Las Vegas, NV 89141

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Vicki Moss, HR Admin
5850 West Glendale Avenue
Glendale, Arizona 85301
623-930-2297

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. **Concurrent Notices.**
 - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.
- d. **Changes.** Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. Entire Agreement; Survival; Counterparts; Signatures.

- 11.1 **Integration.** This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.
 - a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
 - b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
 - c. The solicitation, any addendums and the response submitted by the Consultant are incorporated into this Agreement as if attached hereto. Any Consultant response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.
- 11.2 **Interpretation.**
 - a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
 - b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
 - c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.
- 11.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 11.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 11.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 11.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

11.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

12. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

13. **No Israel Boycott.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation



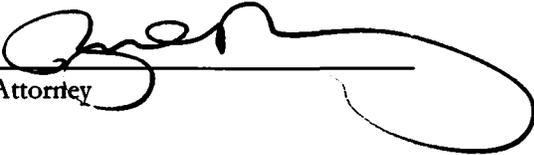
By: Kevin R. Phelps
Its: City Manager

ATTEST:



City Clerk (SEAL)

APPROVED AS TO FORM:



City Attorney

Integrated Benefit Services, Inc.,
a Nevada corporation



By: Cynthia Adams
Its: President

EXHIBIT A
RETIREE BILLING SERVICES -
THIRD PARTY ADMINISTRATOR
RFP 16-44

PROJECT

The Consultant shall assist the City as third party administrator for retiree billing, premium collection from various sources, premium payment and reporting, plus reconciliation of premium collected with various benefit providers.



CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 16-44

DESCRIPTION: RETIREE BILLING SERVICES –
THIRD PARTY ADMINISTRATOR

PUBLISHED DATE: APRIL 7, 2016

OFFER DUE DATE AND TIME: APRIL 28, 2016, 2:00pm Local Time

SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Proposals must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Office Complex (City Hall) in the Engineering Department. Proposals are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All proposals will be received and time/date stamped at the Engineering Department's window. Late proposals will not be considered.

Proposals must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. See Paragraph 2.3 for additional instructions for preparing an offer.

Proposals shall be opened publicly at the time, place and location designated on this page. Only the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:
Crista Clevenger, Contract Analyst
(623) 930-2865
CClevenger@Glendaleaz.com



**City of Glendale
Materials Management
Solicitation Number: RFP 16-44
RETIREE BILLING SERVICES –
THIRD PARTY ADMINISTRATOR**

**CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

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 <p>GLENDALE</p>	<p>City of Glendale Materials Management Solicitation Number: RFP 16-44 RETIREE BILLING SERVICES – THIRD PARTY ADMINISTRATOR</p>	<p>CITY OF GLENDALE Materials Management 5830 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.0 SPECIFICATIONS

1.1 INTRODUCTION

- 1.1.1 The City of Glendale, Arizona (“City”) Human Resources Department, invites proposals from your company for Third Party Administration of Retiree Billing Services.
- 1.1.2 Our objective is to ensure accurate retiree billing, premium collection from various sources, and accurate premium payment and reporting plus reconciliation of premium collected with billing for various benefit providers.
- 1.1.3 The anticipated effective date of the contract will be June 7, 2016.

1.2 BACKGROUND

- 1.2.1 The City of Glendale offers all retirees the option to continue coverages for which they were eligible while employed; this includes health, dental, vision and life insurance. We currently have approximately 650 retirees participating in this program.
- 1.2.2 Retirees electing such coverage are responsible for the full premium minus any subsidy they may receive from the Arizona State Retirement System (A.S.R.S.). The retiree may cover dependents as well and are also responsible for their full premium cost.
- 1.2.3 Human Resources currently utilizes a third party administrator to bill retirees for appropriate premiums who then remits collected premiums to the City for distribution to appropriate benefit providers. The third party administrator also coordinates with our Retiree Health Savings Account vendor for payment of retiree premiums.

1.3 SCOPE OF DESIRED SERVICES Administrator shall:

- 1.3.1 Send correspondence to each Retiree describing their role in the administration of the Plan, billing and collection process, acceptable payment methods, and customer contact information, and any other information requested by the City.
- 1.3.2 Shall forward to each retiree a monthly bill for the retiree’s share of the cost of his or her retiree insurance coverage for the ensuing month and shall send monthly late notices to any retiree who fails to timely remit the monies due under any such bill.
- 1.3.3 Shall collect from retirees the monies billed for, and shall forward all the monies collected to the City with appropriate instructions to pay insurance carriers and any other providers of retiree coverage.
- 1.3.4 Shall notify the City should a retiree fail to make any premium payment for insurance coverage that he or she is receiving by the deadline for same.

 <p>GLENDALÉ</p>	<p align="center">City of Glendale Materials Management Solicitation Number: RFP 16-44 RETIREE BILLING SERVICES – THIRD PARTY ADMINISTRATOR</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.3.5 Shall coordinate with the current Retiree Health Savings Account vendor to accept payments from those accounts for retiree premiums if applicable.

1.3.6 Shall provide the City with timely responses to questions or concerns.

1.4 PROPOSAL REQUIREMENTS

1.4.1 The third party administrator must provide a **cover letter** that contains the following information:

1.4.1.1 Identification of the firm, including name, address and telephone number;

1.4.1.2 Verification that firm is authorized to do business in Arizona;

1.4.1.3 A statement to the effect that the firm meets the City's eligibility requirements and the proposal shall remain valid for a period of not less than one hundred twenty (120) days from the date of submittal; and

1.4.1.4 Signature of a person authorized to bind the firm to terms of the proposal.

1.4.1.5 The City may also require a demonstration of your system and its capabilities.

 <p>GLENDALÉ</p>	<p align="center"> City of Glendale Materials Management Solicitation Number: RFP 16-44 RETIREE BILLING SERVICES – THIRD PARTY ADMINISTRATOR </p>	<p align="center"> CITY OF GLENDALE Materials Management 5550 West Glendale Avenue, Suite 317 Glendale, Arizona 85301 </p>
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2.0 SPECIAL INSTRUCTIONS

2.1 RETURN OF OFFER The Offeror shall submit three (3) hardcopies marked as “Copies”. The offeror shall submit a complete proposal on a CD or flash drive as one file folder. The folder shall be identified as “RFP 16-44 – ‘*Original - Name of Offeror.*’” (For example: RFP 16-44 – Original - ABC Company.)

The proposal responses shall be submitted in a bound format and shall be divided by tab sections according to items listed in the **Preparation of Proposal Package Instructions section 2.3**. This will assist the evaluation panel in identifying items and information submitted within the proposal. Offerors may reproduce the forms and recreate information, but all of the required information must be presented in the order requested.

The Offeror shall complete all sections of the solicitation in the format given in the space provided. If additional space is needed than what is given, enter “See attachment for detail.” Proposals that do not conform to the above format may be rejected.

The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

2.2 PREPARATION OF OFFER PACKAGE The following items shall be completed and returned including the written, narrative responses required in section 2.3 Submission Requirements. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

- 2.2.1 COVER SHEET**
- 2.2.2 OFFER SHEET, Section 4.0**
- 2.2.3 PROPOSAL QUESTIONNAIRE, Section 5.0**
- 2.2.4 ADDENDUM, Return all addenda (if applicable).**
- 2.2.5 SUBMISSION REQUIREMENTS, Section 2.3 (written narrative)**

2.3 SUBMISSION REQUIREMENTS

Offeror’s should provide written, narrative responses for each item requested within the criteria below. *Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to this solicitation are not desired. Do not provide general answers or reference to sales literature.* When applicable, supporting documents should be attached and reference the appropriate criterion. Offeror’s, at a minimum must submit the following information:

2.3.1 EXPERIENCE AND QUALIFICATIONS Administrator shall:

2.3.1.1 Provide a brief description of your firm’s qualifications and experience that demonstrates its capability to provide the scope of services described in Scope of Desired Services. Include a statement describing the firm’s

	City of Glendale Materials Management Solicitation Number: RFP 16-44 RETIREE BILLING SERVICES – THIRD PARTY ADMINISTRATOR	CITY OF GLENDALE Materials Management 8850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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analytic capacity and resources such as staff size and national experts, if applicable, that would be available to the City.

2.3.1.2 Provide a brief description of how your firm added value to a client's program as the result of an innovative option developed/recommended by your firm.

2.3.1.3 Provide a brief resume for each individual identified that will be assigned to work on this project, their role, their business location and specific qualifications and experience with similar projects.

2.3.2 METHOD OF APPROACH

2.3.2.1 Provide a description of your billing system, including the platform, development (purchased or developed internally), recent enhancements, planned enhancements, etc.

2.3.2.2 Provide a description of your management reporting capabilities and provide copies of standard management reports and available ad hoc reports.

2.3.2.3 Provide detailed descriptions of your service delivery model(s). You may use flowcharts. Responses should include the following:

2.3.2.3.1 Continuant services to include telephone and online support as well as mailing of invoices, collection and handling of premiums.

2.3.2.3.2 Turnaround time for posting of premiums and reporting to employer changes and additions.

2.3.2.4 Provide a sample of a retiree invoice statement.

2.3.2.5 Provide a menu of service fees for taking over administration and billing for retiree coverage.

2.3.2.6 Do you have online or internet capabilities for retirees, plan sponsor and insurance carriers to access eligibility information, participant payment history, administrative activities and related reports?

2.3.2.7 If your system allows retiree participants to schedule payments by electronic draft, direct deposit or other automatic mechanism, please describe.

2.3.2.8 For implementation can your system accept data from current carrier to populate your database? If so, what format will be required? If manually loaded, what is the fee if any? Please send your implementation check list and timeline.

2.3.2.9 Please advise if your system has the capability to accommodate various retiree premium payment structures that the City currently has in place. There are currently four benefits (medical, dental, vision and life

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insurance) with three different rate structures (retiree only, retiree + one and retiree + family)

2.3.3 REFERENCES References shall be included in the proposal.

2.3.3.1 Consultant shall provide references that include the name, address and telephone number for five (5) clients for whom services have been performed that are similar to those described in this solicitation for consulting services.

2.3.4 PROPOSAL QUESTIONNAIRE Section 5.0, shall be included in the proposal.

2.3.5 CONSULTING FEE The consultant shall prepare a total fee statement for the service requested as stated in Scope of Desired Services. The fee shall be a fixed fee and cover the project in its entirety. Please address how this fee is paid i.e. by the retiree or the City.

2.4 EVALUATION CRITERIA The evaluation criteria is weighted in accordance with the Submission Requirements, section 2.3.

- 2.4.1 Experience and Qualifications 25%
- 2.4.2 Method of Approach 35%
- 2.4.3 References 10%
- 2.4.4 Proposal Questionnaire 10%
- 2.4.5 Cost/Consulting Fee 20%

2.5 HIPPA PRIVACY ACT The contractor must perform all HIPAA privacy compliance tasks and include the cost in the administration fees proposed to the City.

2.6 DISCLOSURE

2.6.1 The consultant shall disclose any professional or personal financial interest, which could be considered a conflict of interest in representing the City. The consultant shall further disclose arrangements to derive additional compensation (formal or informal) that your firm or any of its individuals has with the following organizations such as but not limited to: investment fund providers, financial institutions or other consultants;

2.6.2 Identify any public or private disciplinary actions against your firm or individuals within your firm that occurred within the past five (5) years and would be relevant to this contract, by professional organizations or oversight committees;

2.6.3 Report any significant material litigation information from the past five (5) years that would be relevant to this contract; and

2.6.4 Disclose any investigation (involving your firm) conducted in the past five (5) years by the Securities and Exchange Commission or any federal or state regulatory agency that might impact this contract.



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Avenue, Suite 317
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- 2.7 LIMITATIONS** The consultant shall not be permitted to be affiliated directly or indirectly in any manner with any investment fund providers, financial institutions, or other consultants that might present a conflict of interest in connection with services provided.
- 2.8 TYPE OF AWARD** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.
- 2.9 ALTERNATE OFFERS/EXCEPTIONS** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Offeror shall clearly and specifically detail all exceptions to the exact requirements imposed by this solicitation. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.
- 2.10 INQUIRIES** Any question related to the Request for Proposal shall be directed to the Contract Analyst whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **five days** prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
- 2.11 EVALUATION PANEL** Offeror submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.
- 2.12 PANEL CONTACT** Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- 2.13 INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.

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- 2.14 ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.
- 2.15 DISCUSSIONS AND REVISIONS TO PROPOSAL** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:
- 2.15.1** Determine in greater detail such Offeror's qualifications, and
 - 2.15.2** Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - 2.15.3** Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;
 - 2.15.4** Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
- 2.16 BEST AND FINAL OFFERS** The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.
- 2.17 PROPOSAL EVALUATION** The City reserves the right to secure additional information from the Offeror in various forms and or to award based on submitted information.
- 2.18 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet. Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.
- 2.19 WITHDRAWAL OF PROPOSAL** At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the proposal by a written letter,

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facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

2.20 OFFER ERRORS OMISSIONS AND CORRECTIONS The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.

2.21 COMPETITIVE NEGOTIATIONS Exclusive or concurrent negotiations may be conducted with responsible Offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified offeror(s).

2.22 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the “Black-Out Period”), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

2.23 PROPRIETARY INFORMATION An Offeror shall clearly mark any proprietary information contained in its bid with the words “Proprietary Information.” Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered

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proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offeror's acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

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3.0 SPECIAL TERMS AND CONDITIONS

3.1 TERM OF AGREEMENT The initial term of the contract shall be one (1) year upon approval by the City Council.

3.2 OPTION TO EXTEND The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.

3.3 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments or exhibits. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.

3.4 INSURANCE Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

3.4.1 MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

3.4.1.1 Commercial General Liability (CGL): Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

3.4.1.2 Automobile Liability: Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3.4.1.3 Workers' Compensation: as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

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Other Insurance Provisions The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Contract Administrator and approved by the City before work commences. **DO NOT SEND CERTIFICATES TO RISK MANAGEMENT.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

3.5 INDEMNIFICATION CLAUSE:

To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation)



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(hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.

- 3.6 CONFLICT OF INTEREST** Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor's personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-501 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

"Employee" means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.

"Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

- 3.7 ESTIMATED QUANTITIES** The Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period,
- 3.8 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all

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members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.maricopa.gov/Materials/save.aspx>.

- 3.9 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents. Price is not confidential and will not be withheld.

- 3.10 PERMITS AND LICENSES** The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

- 3.11 CERTIFICATION** By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the

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individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

3.12 KEY PERSONNEL Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet. In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

3.13 PRICE & PRICE ADJUSTMENTS All prices quoted shall be firm and fixed for the initial contract period. Price adjustments shall be addressed prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.

3.14 ADDITIONS OF PRODUCTS OR SERVICES The City reserves the right to add additional products or services to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.

3.15 NON-DISCRIMINATION By submitting this Offer, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

EXHIBIT B
RETIREE BILLING SERVICES
RFP 16-44
COMPENSATION

The Consultant will receive an initial one-time setup fee of \$750.00 as Compensation from the City for the performance of the Scope of Work. Consultant shall not be entitled to or be paid this one-time fee during any renewal term.

The Retirees who participate in the City's Benefit Plan will be charged and invoiced directly by the consultant for Consultant providing Billing Services in accordance with this Agreement.

Consultant has agreed that each Retiree (approximately 550) will be charged a flat fee of \$4.25 per month for each month the Consultant provides such Services. Fee breakdown is \$1.00 per retiree per month plus \$3.25 invoicing cost. HIPPA service fees will not be utilized.

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4.0 OFFER SHEET

4.1 OFFER Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

Cynthia Adams (e-signature) Integrated Benefit Services, Inc.
Authorized Signature Company's Legal Name

Cynthia Adams 10620 Southern Highlands Pkwy, #110-416
Printed Name Address

President Las Vegas, NV 89141
Title City, State & Zip Code

800-681-9998, ext. 703 800-681-9916
Telephone Number FAX Number

Cynthia Adams (e-signature) 04/22/2016
Authorized Signature Email Address cadams@integratedbenefitservices.com Date

For questions regarding this offer: (If different from above)

Contact Name Phone Number Fax Number

Email Address

FEDERAL TAXPAYER ID NUMBER: 20-4741717

Arizona Sales Tax No. not applicable Tax Rate N/A

Offeror certifies it is a: Proprietorship ____ Partnership ____ Corporation X

Minority or woman owned business: Yes X No ____ (woman-owned)



SOLICITATION NUMBER: RFP 16-44
DESCRIPTION: RETIREE BILLING SERVICES
DUE DATE AND TIME: June 2, @ 2:00 PM (Local Time)

Best and Final Offers may be submitted in a sealed envelope with the Solicitation Number, Description and the Due Date clearly labeled, as cited above. Also included shall be the Offeror's name and address clearly indicated on the envelope. For the purposes of this solicitation, Best and Final Offers may be submitted via EMAIL in a pdf (ADOBE) format. Please label the file as "RFP 16-44 - 'Name of Offeror' - BAFO Retiree Billing Services.

Please submit your response to: **Crista Clevenger at CClevenger@Glendaleaz.com**

Best and Final Offers must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Office Complex (City Hall), 5850 West Glendale Avenue, Suite 317, Glendale, Arizona, 85301.

Best and Final Offers are accepted at the Engineering Department's front counter between the hours of 8:00 AM and 5:00 PM, Monday through Friday unless otherwise indicated for a Holiday. The Best and Final Offer submittals will be time stamped at the Engineering Department's front counter.

BEST AND FINAL OFFEROR INFORMATION:

<u>C. Adams</u> Authorized Signature	<u>Integrated Benefit Services, Inc.</u> Company's Legal Name
<u>Cynthia Adams</u> Printed Name	<u>10620 Southern Highlands Parkway #110-416</u> Address
<u>President</u> Title	<u>Las Vegas, NV 89141</u> City, State & Zip Code
<u>800-681-9998, ext. 703</u> Telephone Number	<u>800-681-9916</u> FAX Number
<u>May 31, 2016</u> Date	<u>cadams@integratedbenefitservices.com</u> E-mail Address

BEST AND FINAL OFFER (BAFO)

The City of Glendale evaluation committee has evaluated your proposal in response to RFP 16-44 Retiree Billing Services. This is to inform you that after a preliminary evaluation of your proposal, we have selected your company as one of the Offeror's to proceed to the "Best and Final Offer" phase of the evaluation process.

The City of Glendale ("City") is asking that Offeror's provide (no later than the due date and time indicated) a response to the following questions. The BAFO will be evaluated as an adjustment to the Offeror's scores on their original proposal response.

1. Most of the Cities retirees have a Health Savings Account (HSA) administered through a third party vendor. Our current billing provider works directly with the HSA vendor to obtain the necessary funds per participant, applies the HSA payment to the participants account and will balance bill the retirees the difference. Are you able to work with another vendor to provide this service and, if so, would this transaction be illustrated on the invoice? *Integrated Benefit Services is able to work with other providers including the current HSA vendor. We can receive funds from any source, apply to the participant and balance bill the retiree for amount due. We can illustrate this transaction on our invoicing to the City's specifications.*
2. The City currently provides eligibility to each carrier for each retiree. Does your firm provide any type of carrier eligibility reporting? If yes, is there an additional fee for this service? If no, is this service something you will provide in the near future? *Integrated Benefit Services can provide eligibility reports to carriers. Integrated Benefit Services does not charge an additional fee for the generation and remittance of such reports.*
3. Please describe in detail your employer portal. What functionality is available for the employer? *Integrated Benefit Services has provided our user guide for employers that we provide to our clients; the guide describe in detail the employer portal and the functionality of the site. It relates to our web portal, www.myrsc.com. Integrated Benefit Services uses the fulfillment manager to send out documents; this provides the employer with copies of communications sent to participants.*

BAFO CONSULTING FEE

Per Retiree Per Month Fee	\$ 1.00
One Time Set-Up/Transition Fee	\$ 750.00
Fees (in any) related to above questions 1 - 3	\$ 0.00

If an Offeror does not wish to submit a Best and Final Offer, its previous offer will be considered its Final Offer.

2.3.5 Consulting Fee

SERVICE ITEM LIST	FEE
<u>ONE TIME COSTS:</u>	
Initial Set Up Fee – includes takeover activities	<u>\$750.00</u>
Data Load	<u>\$0.00</u>
<u>AS NEEDED:</u>	
HIPAA Certificates of Coverage	<u>\$2.50</u>
HIPAA Special Enrollment Notice	<u>\$5.00</u>
<u>MONTHLY:</u>	
Monthly Maintenance Fee – Retiree Participants*	<u>\$1.00 pepm</u>
Past Due/Short Payment Notices	<u>\$0.00</u>
Termination Notices	<u>\$3.00 per notice</u>
Retiree Invoice Cost*	<u>\$3.25 per notice</u>
<u>Other (itemize</u>	
Notice Plan Changes – Open Enrollment	<u>\$6.00</u>
Employer Notice of Election/1 st Payment/Termination	<u>\$0.00</u>
Carrier Notice of Election/1 st Payment/Termination	<u>\$0.00</u>
Retiree Expiration Warning Notices, if applicable	<u>\$0.00</u>
NSF Notice	<u>\$0.00</u>

****Please note: In accordance with the RFP section 2.3.5 Consulting Fee; Integrated Benefit Services can bill either the City of Glendale or the retiree at the request of the City of Glendale.***

EXHIBIT C
RETIREE BILLING SERVICES
RFP 16-44
DISPUTE RESOLUTION

1. Disputes.

- 1.1 **Commitment.** The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 **Application.** The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 **Initiation.** A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 **Informal Resolution.** When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 **Rules.** If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 **Discovery.** The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 **Hearing.** The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

- 2.4 **Award.** At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 **Final Decision.** The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 **Costs.** The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.
4. **Exceptions.**
 - 4.1 **Third Party Claims.** City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Consultant.
 - 4.2 **Liens.** City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
 - 4.3 **Governmental Actions.** This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.