

**AGREEMENT TO PROVIDE AGENT OF RECORD SERVICES
RELATING TO EMPLOYEE BENEFITS**

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2020, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL 32922, hereinafter referred to as "CITY", and Gehring Group, Inc., with its principal place of business located at 4200 Northcorp Parkway, Ste. 185, Palm Beach Gardens, FL 33410, hereinafter referred to as "SERVICE PROVIDER".

RECITALS:

- a. CITY is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain certain consulting services relating to its benefits program.
- b. SERVICE PROVIDER is an active corporation, existing under the State of Florida, experienced in the foregoing and agrees to perform these services for the CITY under the terms and conditions set forth in this Agreement.

In consideration of the mutual premises set forth in this Agreement, it is agreed by and between CITY and SERVICE PROVIDER as follows:

**SECTION ONE
NATURE OF WORK**

SERVICE PROVIDER will perform consulting and advisory services on behalf of the CITY with respect to its benefits program, as more particularly described in the "SCOPE OF SERVICES" as set forth in **EXHIBIT "A,"** attached hereto and incorporated herein by this reference, and the "WHY BENTEK" Online Benefits and Enrollment System as outlined and attached hereto and incorporated herein as **EXHIBIT "B."** Unless otherwise provided herein, SERVICE PROVIDER shall furnish all materials, tools, equipment, and manpower to complete the work required by this Agreement. The SERVICE PROVIDER warrants that it holds all necessary licenses required to conduct the work required by this Agreement, and agrees to maintain said licenses in good standing during the term of this Agreement. The SERVICE PROVIDER shall immediately notify the CITY in the event of a loss, suspension or termination of any license required to perform the services set forth in this Agreement.

**SECTION TWO
PLACE OF WORK**

SERVICE PROVIDER agrees, on request, to come to the CITY's offices in Cocoa, Florida, or such other places as reasonably designated by the CITY, to meet with representatives of the CITY, as necessary.

**SECTION THREE
TIME DEVOTED TO WORK**

In the performance of services, the services and hours SERVICE PROVIDER is to work on any given day, will be entirely within SERVICE PROVIDER'S control and professional judgment, and CITY will rely upon SERVICE PROVIDER to exercise sound professional judgment, and to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement, which is to source and provide on a cost effective basis, the benefit programs required by the CITY in accordance with the Scope of Services per **EXHIBIT "A"**. All work furnished by the SERVICE PROVIDER hereunder shall conform to the highest quality professional standards of care and practice in effect at the time the work was performed.

SECTION FOUR PAYMENT

SERVICE PROVIDER will be compensated through payment of a lump-sum annual consulting fee, prorated monthly based upon the annual pricing included in **EXHIBIT “C,”** attached hereto and incorporated herein by this reference, following delivery of a monthly invoice, except that it is understood that the SERVICE PROVIDER will continue to be compensated via commission through the end of the 2019/2020 benefit plan year for administrative convenience, which ends on September 30, 2020. The flat annual consulting fee in **EXHIBIT “C,”** prorated on a monthly basis, will be payable to the SERVICE PROVIDER effective October 1, 2020 and on a monthly basis going forward. However, any additional commissions received above the prorated monthly annual consulting fee amount for the remaining 2019/2020 benefit plan year (5 months) will be applied to offset future invoices within the 2020/2021 contract year. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. The annual services to be provided by the SERVICE PROVIDER to the CITY are described in **EXHIBIT “A”** entitled “SCOPE OF SERVICES TO BE PROVIDED BY SERVICE PROVIDER.” In addition, SERVICE PROVIDER shall provide the Additional Services listed in **EXHIBIT “A,”** and the use of the online benefit software, including the monthly maintenance of the system, open enrollment, annual benefit plan updates, and data warehousing. The undertaking by SERVICE PROVIDER to perform professional services defined within this Agreement extends only to those services specifically described herein. If upon the request of the CITY, SERVICE PROVIDER agrees to perform additional services hereunder, the CITY shall pay SERVICE PROVIDER for the performance of such additional services an additional amount (in addition to all other amounts payable under this Agreement) based on a mutually agreed upon addendum to this Agreement outlining such additional fee and services, executed by the parties to this Agreement addressing the additional services. The City shall not be responsible for the payment of any additional services provided by SERVICE PROVIDER unless the description of said services has been set forth in the aforementioned addendum and approved by the City Council or City Manager in accordance with the City’s purchasing policies and procedures.

SECTION FIVE TERM

The term shall commence upon the parties’ execution of the Agreement. (“Commencement Date”). The term of this Agreement shall be three (3) years, and may be renewed for two (2) additional one year periods at the sole option of the CITY upon the same terms described herein and the annual consulting fees set forth in **EXHIBIT “C.”** The CITY’s City Manager may exercise this renewal option by providing the SERVICE PROVIDER with at least 120 days written notice in advance of the anniversary of the Commencement Date.

SECTION SIX STATUS OF SERVICE PROVIDER

This Agreement calls for the performance of the services of SERVICE PROVIDER as an independent contractor, and SERVICE PROVIDER, an active Florida corporation, will not be considered an employee of the CITY for any purpose.

SECTION SEVEN INDEMNIFICATION

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney’s fees and court costs through all appeals, for which CITY, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts or omissions or willful

misconduct of SERVICE PROVIDER, its employees, or agents arising out of or connected with this Agreement, or any inaccurate representation made by the SERVICE PROVIDER, its employees, or agents, or any errors and omissions of the SERVICE PROVIDER, its employees, or agents, or any breach of this Agreement by SERVICE PROVIDER, its employees, or agents. SERVICE PROVIDER shall not be required to indemnify CITY or its agents, employees, or representatives when an occurrence results solely from the wrongful acts or omissions of CITY, or its agents, elected or appointed officials, employees, or representatives.

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, whether rightful or otherwise, that the work furnished by the SERVICE PROVIDER hereunder, or any part thereof, constitutes an infringement of any patent or copyright of the United States. SERVICE PROVIDER shall pay all damages and costs awarded against the CITY.

This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such time as all applicable statute of limitation time periods have expired with respect to the work performed by SERVICE PROVIDER pursuant to this Agreement.

SECTION EIGHT TERMINATION

Notwithstanding Section Five, the CITY may terminate this Agreement for any reason, with or without cause and without penalty, by giving SERVICE PROVIDER sixty (60) days advance written notice of the CITY's intent to terminate the Agreement.

SECTION NINE MISCELLANEOUS

1. As an independent contractor, SERVICE PROVIDER shall pay all expenses in connection with its consulting business and SERVICE PROVIDER will not incur any indebtedness on behalf of CITY with this AGREEMENT.
2. Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal..
3. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be waived, except by an instrument in writing executed by the CITY and SERVICE PROVIDER.
4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.
5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the

Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

6. This Agreement may be amended, extended, or renewed only with the written approval of the parties.
7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. The SERVICE PROVIDER recognizes that any representations, statements or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
8. CITY and SERVICE PROVIDER each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.
9. The CITY intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the CITY's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the CITY's potential liability under state or federal law. SERVICE PROVIDER agrees that CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, CITY shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.
10. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, SERVICE PROVIDER agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of SERVICE PROVIDER related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the SERVICE PROVIDER. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of SERVICE PROVIDER are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the SERVICE PROVIDER be open and freely exhibited to the CITY for the purpose of examination and/or audit. Notwithstanding, the parties agree to maintain the confidentiality of any records or documents, from third party disclosure, that is deemed confidential and/or exempt from public records disclosure pursuant to federal or state law including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, CShealy@cocoafl.org, 65 Stone Street, Cocoa, FL 32922.

SERVICE PROVIDER is required to and agrees to comply with public records laws. SERVICE PROVIDER shall keep and maintain all public records required by the City to perform the services as agreed to herein. SERVICE PROVIDER shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. SERVICE PROVIDER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, SERVICE PROVIDER shall transfer to the City, at no cost, all public records in possession of the SERVICE PROVIDER, provided the transfer is requested in writing by the City Clerk. Upon such transfer, SERVICE PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the SERVICE PROVIDER shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify SERVICE PROVIDER of the request and the SERVICE PROVIDER shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the SERVICE PROVIDER does not comply with a public records request, the City may enforce this Section to the extent permitted by law. SERVICE PROVIDER acknowledges that if the SERVICE PROVIDER does not provide the public records to the City within a reasonable time, the SERVICE PROVIDER may be subject to penalties under Section 119.10, Florida Statutes. The SERVICE PROVIDER acknowledges that if a civil action is filed against the SERVICE PROVIDER to compel production of public records relating to this Agreement, the court may assess and award against SERVICE PROVIDER the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the SERVICE PROVIDER, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by SERVICE PROVIDER to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the SERVICE PROVIDER fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to SERVICE PROVIDER's failure to comply with this Section, the City shall collect from SERVICE PROVIDER prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against SERVICE PROVIDER. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the SERVICE PROVIDER's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement

11. The SERVICE PROVIDER shall maintain in effect, during the life of this Agreement, a minimum of \$1,000,000.00 professional, general, and auto liability insurance policies (combined single limit for each occurrence), as well as, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement. Current, valid insurance policies meeting the requirements herein identified shall be maintained with the CITY during the term of this

Agreement. Renewal certificates shall be sent to the CITY prior to any expiration date. There shall also be a thirty (30) day advance written notification to the CITY in the event of cancellation or modification of any stipulated insurance coverage.

12. The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any CITY employee or official, person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

CITY OF COCOA, FLORIDA

ATTEST:

BY:

JAKE WILLIAMS, JR.
MAYOR

BY:

CARIE SHEALY

Date:

(CITY SEAL)

SERVICE PROVIDER

BY: _____

ITS: _____

Date: _____

EXHIBIT A – Scope of Services to be Provided by Service Provider

1. **The below list of services, as outlined in RFP # P-20-09-COC, are to be provided by SERVICE PROVIDER as part of inclusive services for the following lines of coverage: Medical Insurance with Prescription Coverage, Dental Insurance, Vision Insurance, Flexible Spending Account, Life Insurance, Disability Insurance, Employee Assistance Program:**
 - A. Analyze the insurance needs of the City and provide unbiased professional guidance and recommendations for changes where appropriate or dictated by the changing market conditions or laws.
 - B. Provide an online benefit enrollment program with ongoing service and support of all benefit programs selected, including but not limited to online enrollment system, qualifying events, eligibility transmittal to contractors, reports, and on-going day-to-day requests (must be an online system compatible with Central Square Payroll Applications (Sunguard / Naviline);
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 - C. Act as a resource to advise the City in the areas of HIPAA, PPACA, FMLA, ADAAA, COBRA, ERISA, Section 125, EEO laws and any other areas in the insurance field where expertise and guidance may be requested;
 - D. Assist in areas of compliance, Summary Plan Descriptions, IRS form 5500, Forms 1094-1095, Non-Discrimination Tests, etc.;
 - E. Assist the City with the annual actuarial filing as required under F.S. § 112.08 for self-funded medical plans.
 - F. Researching and advising the City of change in federal and/or local laws that could affect the City and employee benefit programs;
 - G. As requested by the City, preparing solicitation specifications and soliciting proposals from insurance markets that specialize in group insurance plans as needed. Evaluate submittals and respondents including administration, claim payment procedures, customer service, network, reserve establishment policies, financial soundness, and identifying the most cost-beneficial package from among various bid/proposers;
 - H. Representing the City in all negotiations with providers on all issues including those related to premiums, benefit levels, plan design and special terms and conditions, determining and recommending the most economical health benefit programs;
 - I. Review and be responsible for the accuracy and correctness, prior to delivery, of excess/reinsurance coverage documents and/or pricing policies, including all changes and endorsements;
 - J. Provide coverage documents for all benefit plans;
 - K. Meeting with and providing reports to various City representatives;
 - L. Conduct analysis of insurance and wellness programs within other organizations and/or local governments to compare best practices;
 - M. Provide open enrollment support, including timeline development, assisting with design of benefit communications and attending open enrollment employee meetings;
 - N. Produce and print Employee and Retiree Benefit Booklets for distribution.

- O. Provide various claims review reports as requested;
 - P. Advise the City regarding “gaps” in coverage and/or inadequate coverage;
 - Q. Participate in marketing and educational programs;
 - R. Assistance with maintaining up-to-date policies and procedures to insure compliance with federal and state standards and regulations;
 - S. Attend events concerning the City’s Insurance matters including the Wellness and Benefits Fair, City Council meetings discussing insurance and employee benefits, or any insurance or wellness committee meetings and any other meeting deemed appropriate by the City;
 - T. Provide the City with any additional recommendations including but not limited to benefits and wellness programs or initiatives that will foster innovative practices and options; and, assist the City with the implementation and communication of new programs or changes to existing programs;
 - U. Any additional services agreed upon by the City and Agent/ Insurance Broker;
 - V. Assisting City staff in administering all group insurance plans, responding to questions from and providing information to staff and providing other consulting services during the course of the plan year;
 - W. Review claims experience, claim service, and claim administration to ensure maximum benefit to the City and covered plan members;
 - X. Determine and recommend the most economical funding methods for the benefit programs, to include fully-insured, self-insured, and/or minimum premium programs, and strike a balance between cost and comprehensiveness of the programs;
 - Y. Meet and provide reports to the various City representatives, including Human Resources, Finance and City Management departments;
- 2. Additionally, inclusive to this agreement are the standard SERVICE PROVIDER Services, provided for each plan year of October 1 – September 30th, pursuant to this agreement, as outlined below:**
- A. Conduct detailed review, analysis and projection sessions with decision makers at key points throughout the plan year: mid-plan year, fourth quarter, and pre-renewal.
 - B. Negotiate renewal rates, benefits, and services with group insurance carriers to maximize value for the CITY.
 - C. Attend and/or conduct group insurance committee meetings with employees and management. Conduct review sessions and renewal negotiations based on experience periods.
 - Provide review/analysis/projections to include:
 - Projected renewal costs
 - Enrollment analysis and comparisons
 - Claims analysis and comparisons
 - High cost claim summary
 - Network utilization and cost avoidance reports
 - Any additional reports determined to be needed and available and that the SERVICE PROVIDER believes will be beneficial to the CITY

Exhibit A Continued

- D. Support the CITY administrative staff by resolving important enrollment and billing problems.
- E. Serve the CITY's employees by resolving individual benefit delivery issues including special problems with providers and claims.
- F. Assist with annual employee open enrollment meeting for the purpose of supporting and improving service to employees and assist the CITY in getting an online enrollment system up and running on the CITY's system.
- G. Provide detailed quarterly reports analyzing plan revenues, claims, and administrative expenses and their fees including SERVICE PROVIDER commissions, in a format that is easy to understand and helpful in decision-making.
- H. Be available for questions, explanations, discussions, and respond to requests from Human Resources or City Management within the time frame requested.
- I. Provide guidance and assistance with COBRA compliance and administration.
- J. Provide administration (or pay for administration services) for COBRA voluntary benefits, leave of Absence voluntary benefits, and Retiree voluntary benefits.
- K. Meet with employee insurance advisory committee about strategic planning on an as needed basis.
 - Provide Additional Services
 - Program Implementation
 - Ongoing Service
 - On-site Service
 - Employee Surveys
 - Employee Benefits Handbook
 - In-House Graphics Department – Professional Employee Communications
 - Produce Formal Proposals / Make Presentations

Why Bentek?

Bentek was founded specifically to alleviate frustration and transform benefits administration for the public sector. With over 15 years of experience dedicated to problem solving, unique approaches to technology solutions, and a service model unheard of in the market, Bentek is a top choice for Public Sector entities. Bentek's services consolidate administrative processes, automate with seamless integration and simplify the experience for end users.

Bentek offers a holistic and consultative approach to implementation. Through collaborative efforts with clients, Bentek builds relationships, gains complete understanding of current processes and challenges and entrusted to deliver a comprehensive and customized solution. The Bentek team does all the work including project management, system configuration and testing to deploy with accuracy, efficiency and 100% success.

KEY DIFFERENTIATORS:

- White-glove service model managing the initial implementation and annual renewal processes.
- All-inclusive support model is Bentek's only support model. Clients always have access to our team of benefit experts.
- Bentek is a proprietary platform developed and supported by our own innovative software engineering team.
- Developed deliberately to be the one stop solution for benefits administration.
- Full client transparency including client engagement in the development of new features and public product roadmap.
- Comprehensive core offering so clients don't have to pick and choose what features they need; they get them all!
- Initial data audits are conducted to resolve enrollment, eligibility, and payroll discrepancies.
- Payroll audit feature is included as part of our core services because we know deduction accuracy is critical for both employees and administrators.

BENTEK CORE OFFERING:

- ✓ Customized benefits administration platform
- ✓ Employee self-service and online enrollment
- ✓ Retiree self-service and online enrollment
- ✓ Open enrollment
- ✓ New hire enrollment
- ✓ Qualifying events
- ✓ Carrier and EDI file feeds
- ✓ File and report scheduling
- ✓ Payroll integration via API's and flat files
- ✓ Standard bills and consolidated billing
- ✓ Standard Reports
- ✓ Custom Reporting Tool
- ✓ Carrier self-bills
- ✓ Plan Comparison tools
- ✓ Announcement Center

- ✓ Automated Notifications
- ✓ Multi-Factor Authentication
- ✓ Training videos and documentation
- ✓ Target employee communications
- ✓ Dependent verification and tracking tools
- ✓ Document Center
- ✓ Employee files management
- ✓ Management of approvals and pending events
- ✓ Dependent age management
- ✓ Retirement age management
- ✓ New hire management
- ✓ Beneficiary management
- ✓ Automated personnel data import
- ✓ Automated payroll and eligibility audits
- ✓ Wellness program management

**OPTIONAL SERVICES PROVIDED BY
RECOMMENDED THIRD-PARTY PARTNERS:**

- ✓ ACA measurement and tracking  ACA reporting

**BENTEK HAS REPLACED SEVERAL COMPETITOR
SYSTEMS DUE TO THE FOLLOWING
LIMITATIONS:**

- Lack of platform configuration abilities to handle employee classifications and rules
- Lack of technical support, no dedicated resources
- Costly fees to support the annual renewal process
- Errors during implementation that were never corrected
- Inability to store and manage retiree populations
- Technical limitations to integrate with payroll/HRIS system
- Inability to successfully produce and transmit eligibility data to carriers
- Lack of functionality for employee users
- Implementation delays
- Failure to launch
- Additional costs required for consultants to assist with new plan year and open enrollment set-up each year
- Inability to audit and confirm that eligible accurately matches payroll
- Inability to handle self-billing to reconcile in real-time
- Over-age dependents cannot be verified and tracked
- Does not support document uploads so employees can provide supporting documentation electronically
- Does not have automated notifications to both administrators and employees
- Does not offer added layers of security such as SSA and MFA
- System shut-down (black-out) periods
- Limited employee functionality
- Lack of benefit history
- Limited reporting available

Competitors replaced include: PlanSource, UltiPro, Tyler Munis, Oracle, BenSelect, ADP, Oracle/PeopleSoft, Benefitfocus, CGS

EXHIBIT C – Bid/Proposal Annual Pricing

Bid/Proposal Form Worksheet

Description	A Contract Year 1	B Contract Year 2	C Contract Year 3	Optional Renewal Period Year 4	Optional Renewal Period Year 5
Employee Benefits Consulting	95,000.00	95,000.00	95,000.00	97,850.00	100,785.00
Employee Benefits Software	35,000.00	35,000.00	35,000.00	38,000.00	38,000.00
Employee Health Clinic Oversight	Included	Included	Included	Included	Included
Wellness Program Oversight	Included	Included	Included	Included	Included
Graphics & Benefits Comm Svs	Included	Included	Included	Included	Included
GG NavMD Data Analytics	Included	Included	Included	Included	Included
112.08 Actuarial Filing Services	Included	Included	Included	Included	Included
Travel to City meetings/events	Included	Included	Included	Included	Included
		Total Bid/ Proposal	Years 1-3 390,000.00	Year 4 135,850.00	Year 5 138,785.00