

**AGREEMENT FOR
EMPLOYEE BENEFITS CONSULTING SERVICES
City of Glendale Solicitation No. RFP 16-45**

This Agreement for employee benefits consulting services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Hays Companies, a Minnesota corporation, authorized to do business in Arizona, (the "Consultant"), as of the _____ day of _____, 20_____.

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 16-45 (the "Project");
- B. City desires to retain the services of Consultant to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- 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 contractors 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 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Consultant will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 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's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$302,500.00 for the five (5) year period if all renewal term options are

exercised and/or the price is adjusted during any renewal period in accordance with Section 14 (Term) herein and 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 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

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 material breach of this Agreement within seven days after receipt of written notice specifying the material 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. Consultant 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 \$2,000,000 per occurrence and \$1,000,000 annual aggregate for each property damage and contractual property.
 - (2) 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.
 - (3) 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. Professional Liability. Consultant's policy shall cover professional misconduct or lack of ordinary skill in performing the services defined in the Scope of Services of this Agreement.

Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

- e. 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's Policies;
 - (2) Reduction of the coverage limits of any of Consultant's Policies; and
 - (3) Any other material modification of Consultant's Policies related to this Agreement.
- f. 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.
- g. 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).
- h. 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. **No Boycott of Israel.** 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.

11. **Notices.**

- 11.1 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.

11.2 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:

Hays Group dba Hays Companies
 c/o Sloan Christensen, Vice President
 3200 East Camelback Road, Suite 129
 Phoenix, Arizona 85018

- 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.

12. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

13. **Entire Agreement; Survival; Counterparts; Signatures.**

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

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

14. **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.

15. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

16. **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

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

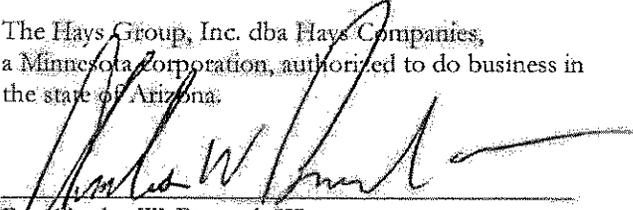
ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

The Hays Group, Inc. dba Hays Companies,
a Minnesota corporation, authorized to do business in
the state of Arizona.



By: Charles W. Broucek III
Its: Senior Vice President

EXHIBIT A
EMPLOYEE BENEFITS CONSULTING SERVICES

RFP 16-45

PROJECT

The Consultant will provide general benefits consulting expertise to include but not limited to multi-year strategic planning, financial analysis, strategic analysis of medical and pharmacy plan design changes, modeling contribution strategies for active employees and retirees, wellness strategies, negotiating and implementing the best coverage and cost for selective employee benefit programs to include, Health, Dental, Vision, Life and Ancillary/Voluntary benefits, provide guidance to remain in compliance with the Patient Protection and Affordable Care Act, monitoring contracts to ensure contract compliance, analyzing claims history and insurance utilization at least quarterly, assisting with design of employee benefits communications and may participate in Benefit Fairs and annual enrollment processes, evaluate various insurance products submitted for consideration by insurance carriers, assist in compliance in legislative updates, FMLA regulations, may assist with employee communications and open enrollment communications and provide a key contact person to be available to answer questions and resolve issues that arise during the year regarding employee benefits, contract administration and service provisions.. As needed, the Consultant would also assist in the preparation of Requests for Proposals soliciting benefits providers. RFP 16-45 is attached and specifically incorporated as part of this Agreement.

	<p>City of Glendale Materials Management Solicitation Number: RFP 16-45 EMPLOYEE BENEFITS CONSULTING SERVICES</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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3.0 SCOPE OF WORK

3.1 THE SELECTED CONSULTANT SHALL PROVIDE THE FOLLOWING SERVICES:

- Innovative plan design strategy and analysis
- Cost modeling
- Financial monitoring and budgeting
- Employee contribution strategies
- Utilization data analysis
- Wellness strategies
- Guidance regarding the Patient Protection and Affordable Care Act
- Guidance on other issues related to benefits management
- Requests for Proposal for benefit providers as needed

- 3.1.1** Meet with city staff as reasonably requested. Provide research and prompt response to benefits questions from the Benefits Division.
- 3.1.2** Provide training and educational presentations on benefits-related matters to City staff on requested topics (approx. 2 per year).
- 3.1.3** In a timely manner, provide recommendations on benefits related issues, such as compliance with the Patient Protection and Affordable Care Act.
- 3.1.4** Respond to City Benefits Division communications the same business day in general; if not practicable, response should be within twenty-four hours
- 3.1.5** Key personnel available between 8:00 a.m. and 5:00 p.m. Mountain Standard Time.
- 3.1.6** Meet or exceed the City's time expectations and renewal calendar
- 3.1.7** Perform any additional work not specifically enumerated here related to accomplishing the Scope of Work
- 3.1.8** Keeps City advised on current laws, court decisions and regulations applicable to benefits management
- 3.1.9** Provides monthly reports on progress of work, including consultant staff hours, status on all deliverables with highlights of work completed, critical issues, problems or potential problems and recommended solutions.
- 3.1.10** If other services are included in your fee for this section of the Scope of Work, please state them in the Method of Approach section of your proposal. Indicate that the services are provided in addition to the requested scope of work.

3.2 PERFORMANCE INTERFERENCE

Contractor shall notify the department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within twenty-four (24) hours. Department Contact: Vicki Moss, Benefits Administrator, Phone: 623-930-2297.

3.3 CONTRACTOR'S PERFORMANCE

Contractor shall use those efforts which a skilled, competent, experienced, and prudent person or organization would use to perform and complete the requirements of this Contract in a timely and professional manner conforming to the standards and quality generally recognized and accepted within the profession throughout the United States. Contractor shall furnish all necessary labor, tools, equipment, and supplies to perform the required services.

The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the Contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City shall notify the Contractor.

	<p>City of Glendale Materials Management Solicitation Number: RFP 16-45 EMPLOYEE BENEFITS CONSULTING SERVICES</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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The Contractor will have ten (10) days from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the Contract for default.

3.4 ACCOUNT STAFFING

The Contractor agrees to assign experienced personnel to provide for successful and timely accomplishment of the Scope of Work. Changes in personnel assigned to perform services under this Contract are subject to approval by the City. The City reserves the right at any time and for any reason during the Contract to reject any Contractor staff from performing services on behalf of the City.

3.5 TIME IS OF THE ESSENCE

The parties agree that time is of the essence in the performance of the Scope of Work.

EXHIBIT B
EMPLOYEE BENEFITS CONSULTING SERVICES
RFP 16-45
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

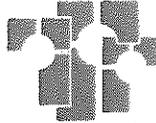
The method of payment is provided in Section 5 Billings and Payment of the Agreement. The amount of compensation for employee benefits consulting services rendered, is provided in the City of Glendale Best and Final Offer (BAFO) for RFP 16-45, which is attached to Exhibit A.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$302,500.00 for the entire potential five (5) year Term of this Agreement. Annual compensation may only be increased if a renewal term options is exercised and the price is adjusted during that renewal period.

DETAILED PROJECT COMPENSATION

The Consultant shall submit invoices monthly detailing billing for the preceding month. Payment will be reviewed and approved by the contract administrator or his/her designee. The itemized fees shall not exceed the annual fee of \$57,500.00 as contained in the attached BAFO, unless the parties agree to a price adjustment as provided in Section 14 (Term) herein.



GLEND~~A~~LE

SOLICITATION NUMBER: RFP 16-45

DESCRIPTION: EMPLOYEE BENEFITS CONSULTING SERVICES

DUE DATE AND TIME: AUGUST 16, 2016 @ 11:00 A.M. (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 16-45 - 'Name of Offeror' - BAFO Employee Benefits Consulting 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>Hays Companies</u> _____
Authorized Signature	Company's Legal Name
<u>Sloan Christensen</u> _____	<u>3200 E. Camelback Rd, Suite 129</u> _____
Printed Name	Address
<u>Vice President</u> _____	<u>Phoenix, Arizona 85018</u> _____
Title	City, State & Zip Code
<u>602-977-3820</u> _____	<u>602-977-3801</u> _____
Telephone Number	FAX Number
<u>8/15/16</u> _____	<u>Schristensen@hayscompanies.com</u> _____
Date	E-mail Address

August 10, 2016

BEST AND FINAL OFFER (BAFO)

The City of Glendale evaluation committee has evaluated your proposal in response to **RFP 16-45 Employee Benefits Consulting 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 request. The BAFO will be evaluated as an adjustment to the Offeror's scores on their original proposal response. If an Offeror does not submit a Best and Final Offer, its previous offer will be considered as its Best and Final Offer.

BAFO - ANNUAL FEE \$ 57,500

We look forward to receiving your response by the time and date indicated on the previous page. Please notify me should you have any questions. Discussions with other City of Glendale staff regarding this solicitation are prohibited.

Regards,

Crista Clevenger

Crista Clevenger, Contract Analyst
CClevenger@Glendaleaz.com
Materials Management
City of Glendale
623-930-2865