



PIMA COUNTY NOTICE OF REQUEST FOR PROPOSALS (RFP)

SOLICITATION NUMBER: 197926

TITLE: Employee Prepaid Vision Insurance

DUE IN AND OPENS:

DECEMBER 07, 2015 AT OR BEFORE 3:00 P.M. LOCAL ARIZONA TIME (MST)

SUBMIT PROPOSAL TO:

Pima County Procurement Department
130 West Congress, 3rd Floor, Receptionist
Tucson, Arizona 85701

PRE-PROPOSAL CONFERENCE:

NOVEMBER 18, 2015 AT 3:00 P.M. LOCAL ARIZONA TIME (MST)

Attendance in person or via conference call is optional and encouraged.

Pima County Procurement Department, 130 West Congress, 3rd Floor, Tucson, Arizona 85701

To join the conference by telephone, call 1(520)222-1111 **Access Code #8998829**

SOLICITATION: Pima County is soliciting proposals from Offerors qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: Affordable Prepaid Vision Insurance benefits. This program will be offered to Pima County employees and their families as an optional benefit, as per the specifications and requirements called for herein. SBE preference will apply.

You may download a full copy of this solicitation at www.pima.gov/procure/ifbrfp.htm by selecting the solicitation number. Offerors are required to check this website for addenda prior to the Due In and Opens Date and Time to assure that the proposal incorporates all addenda. Prospective Offerors may also pick up a copy, Monday through Friday excluding legal holidays, 8 am to 5 pm LOCAL ARIZONA TIME (MST), at the address listed above.

A **Pre-Proposal Conference** will be held for the purpose of clarifying requirements and answering prospective offeror questions. It is the responsibility of Prospective Offerors to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional and encouraged.

Proposals shall be submitted as defined in the Instructions to Offerors, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for rejection as *non-responsive*.

Offerors must complete and return those documents identified in the Instruction to Offerors Submission of Proposals instruction. Proposals may not be withdrawn for ninety (90) days after opening except as allowed by Pima County Procurement Code. Bonds are not required.

OFFERORS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THAT THEY CAN AND ARE WILLING TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR PROPOSAL.

Questions and Deviation requests shall be submitted in writing to Procurement Department, Attention: Jennifer Moore. All submittals shall reference the Solicitation Number and Title; Questions or Deviation Requests submitted within 8 days of the solicitation *Due In and Opens Date and Time* may not be answered.

Fax: (520) 791.6509 email: Jennifer.Moore@pima.gov

USPO Mail to the following address:

Pima County Procurement Department, 130 W. Congress, 3rd Floor, Mailstop # DT-AB3-126; Tucson, AZ 85701

VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.

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INTENT & BACKGROUND INFORMATION**1.0 INTENT:**

1.1 It is the intent of Pima County, (hereinafter referred to as "COUNTY") to solicit proposals for a Contractor to provide Pima County employees with Pre-paid Vision Insurance Benefits. The Contract effective date for the provision of benefits shall be July 1, 2016.

2.0 COUNTY BACKGROUND INFORMATION:

The following information/documents are provided as a part of this solicitation to assist the Offeror with preparing their proposal:

2.1 Pima County is the second largest county in Arizona covering 9,184 square miles. It has approximately 7,000 employees in 43 departments. The County offers a wide variety of governmental services including justice and law enforcement, public health, community and economic development, public works and County administration. There are also special districts such as the Stadium District, Regional Flood Control and the Library District.

2.2 Pima County Human Resources department is responsible for the administration of Health Benefits, Leave Benefits, Personalized Benefits and Voluntary Benefits.

Please visit Pima County Human Resources Website at
<http://webcms.pima.gov/cms/One.aspx?portalId=169&pageId=2487>

Refer to Tab titled Services, under Functional area click on Employee Benefits.

For current Vision Benefit Plan information go to Personalized Benefits and click on Vision Care.

3.0 VISION INSURANCE BENEFIT PLAN ENROLLMENT INFORMATION

The following table is a historical summary of voluntary enrollment by contract year in the VISION Services Plan. Enrollment fluctuates per pay-period. No guarantee of the actual service requirement is implied or expressed.

Contract Year	Employee Only	Employee+ Spouse	Employee + Children	Employee + Family	Total
1 2011/12	495	233	177	281	1186
2 2012/13	755	326	222	433	1736
3 2013/14	966	414	278	540	2198
4 2014/15	1049	461	300	637	2447
5 2015/16	1179	523	343	703	2748

4.0 CURRENT CONTRACT and RATES:

Current Contractor for VISION Services is Avesis, Third Party Administrators, Inc.

You may view and download current contract at Pima County's e-contract database located at:
<http://www.pima.gov/public-eContracts/>. Search by Vendor Name: Avesis, click on the following:

MA 12000000000000000536-9 to view the Original Contract

MA 12000000000000000536-3 to view Amendment #1.

MA 12000000000000000536-7 to view Amendment #2.

MA 12000000000000000536-11 to view Amendment #3

MA 12000000000000000536-17 to view Amendment #4.

INSTRUCTIONS TO OFFERORS**1. PREPARATION OF RESPONSES**

All proposals shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the proposal. Typewritten responses are **preferred**.

All proposals shall as appropriate indicate the registered trade name, stock number, and packaging of the items included in the proposal.

Surety required by this solicitation may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

2. PRICING and OFFER DOCUMENTS

Throughout this solicitation document, the meaning of *proposal* and *offer* are intended to be synonymous.

Offerors shall complete and submit their offers utilizing the forms provided by this solicitation. Requested information and data shall be provided in the precise manner requested. Product descriptions shall provide sufficient information to precisely document the product being offered. Failure to comply may cause the proposal to be improperly evaluated or deemed non-responsive.

The proposal/offer certification document must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation. Failure to do so may be cause to reject the proposal as non-responsive.

All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should offeror during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at price more favorable than those given to the County, that offeror shall offer same pricing to County effective on the date offered to other buyer. Unit prices given by offeror shall include all costs required to implement and actively conduct and document cost control and reduction activities. Unit Prices shall include all costs and, unless otherwise specified, shall be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destinations"). Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days shall mean "calendar" days. Pima County reserves the right to question and correct obvious errors.

3. GENERAL SPECIFICATIONS & DEVIATIONS

The specifications included in this solicitation are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive proposals.

Equipment brand names, models and numbers, when given are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified in the solicitation.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the offeror's sole risk.

Items included in the proposal shall meet the specifications and requirements set forth by the solicitation.

Deviation requests shall specifically document and clearly illustrate the deviation to the particular specification or the requirement set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Deviation requests shall be submitted prior to the initial solicitation due date. Requests submitted within 8 days of the solicitation due date may not be answered. Acceptance or rejection of said deviation request shall be at the sole discretion of the County and in accordance with Pima County Procurement Code.

Offerors are advised that conditional offers that do not conform to or that request exceptions to the published solicitation and addendums may be considered non-responsive and not evaluated.

4. OFFERORS MINIMUM QUALIFICATIONS

In order for proposals to be evaluated and considered for award, proposals must be deemed **Responsive and Responsible**. To be deemed **“Responsive”**, the submitted offer documents shall conform in all material respects to the requirements stated by the solicitation. To be deemed **“Responsible”**, offerors shall document and substantiate their capability to fully perform all requirements defined by the solicitation. Factors considered include and may not be limited to experience, integrity, perseverance, reliability, capacity, facilities, equipment, credit and other factors required to provide the performance defined by the solicitation.

Offeror shall certify that they possess the minimum qualifications contained in **ATTACHMENT 2: Minimum Qualifications Verification Form**. Offeror shall provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate *responsibility* may be cause for the offeror’s proposal to be rejected as **Non-Responsive and/or Non-Responsible**.

5. EVALUATION AND AWARD CRITERIA

Pima County shall evaluate proposals deemed **Responsive and Responsible**. Proposals shall be evaluated according to the evaluation criteria set forth herein. Evaluation of cost shall be made without regard to applicable taxes.

<u>EVALUATION CRITERIA</u>		<u>MAXIMUM POINTS</u>
1.	COMPANY EXPERIENCE	25
	1.1 Organizational Background	
	1.2 Data Security	
	1.3 Claims Processing	
	1.4 Reporting Capabilities	
	1.5 Customer Service, Implementation Plan	
	1.6 Technical – ADP Integration	
2.	KEY PERSONNEL	5
3.	PLAN BENEFITS	25
	3.1 Plan Benefits	
	3.2 Frames, Lens and Costs	
4.	REFERENCES	4
5.	SUSTAINABILITY	1
6.	COST	40
	6.1 Monthly Premium	
	6.2 Monthly Premium Price Schedule and Rate Guarantees	
Total Possible Points		100

The evaluation criteria will be used by the evaluation panel when scoring the offeror’s answers to the questions contained in **ATTACHMENT 3 QUESTIONNAIRE**. Offeror should respond in the form of a thorough narrative to each specification as guided by the Questionnaire. The narratives along with required supporting materials should be evaluated and awarded points accordingly. Forms provided and requested for inclusion in this proposal shall not be modified.

SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE (Professional Services Excluded)

Any contract funded in any amount with federal funds is not eligible for this preference.

For those proposals whose cost does not exceed \$500,000 per contract year, a 5% bid preference will be given to firms submitting SBE Certificates issued by the City of Tucson WITH THEIR BID; said certification is subject to verification and acceptance by Pima County. If the certification is accepted by Pima County, the bid will be evaluated at 95% of the Total Price Proposed amount to determine the low and responsive bid. If an award of contract is made, the contract will be formed utilizing the Unit Prices, Total Price Proposed or as negotiated. **To be eligible for the price preference, SBE firms must include with their proposal documents a copy of their current SBE certificate document** which may be acquired from the City of Tucson; Office of Equal Opportunity Programs, (520) 791-4593 (520) 791-2639 TTY, 201 N. Stone Ave., 3rd Floor North, Tucson, AZ 85701.

Their SBE website, which typically includes an SBE Application Form and a Directory listing firms holding SBE Certification, is located at: <http://cms3.tucsonaz.gov/office-equal-opportunity-programs-small-business-enterprise-program>

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Vendor Relations Division at **(520) 724-3021 or (520) 724-8465** for assistance or further information.

County reserves the right to request additional information and/or clarification. Any clarification of a proposal shall be in writing. Recommendation for award will be to the responsible and responsive offeror whose proposal is determined to be the most advantageous to the County taking into consideration the evaluation criteria set forth in this solicitation.

If an award is made, the County will enter into an agreement with the one (1) Offeror that submitted the highest scoring responsive and responsible offer(s) by executing and transmitting a Master Agreement (MA) document that incorporates the Offer without further action by the Offeror. The County may conduct discussions with the Offeror to clarify the Offer and Agreement details provided that they do not substantially change the intent of the solicitation. Unless otherwise specified, relative ranking of proposal(s) will be made considering the average of total points given to each proposal by evaluators.

6. SUBMISSION OF OFFERS

Offerors are to complete, execute and submit:

- A. **One (1)** original hardcopy, clearly marked "**ORIGINAL**"
- B. **Four (4)** hard copies, clearly marked "COPY".

The submittal shall include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation. All questions must be answered and each form completed in full, as a condition of the RFP.

Proposal shall be Typed

- Contain a Table Of Contents
- Each page consecutively numbered at the bottom
- One side of the paper only
- Assembled and organized in Sections –each section shall contain applicable forms and required documentation
- Each section TABBED with the Section Number that corresponds with the Form title as per the outline format indicated below:

SECTION **FORM TITLE**

Section 1) **Cover Letter** Company creates and includes as a part of Section 1

Section 2) **Attachment 1: Contractor/Offeror Certification** Form

Section 3) **Attachment 2: Minimum Qualifications Verification** Form – **Include with Original Only**

Section 4) **Attachment 3: Questionnaire** Form

This Word document consists of six (6) forms. Each TAB (1-6) is considered a form and must be fully completed as requested and submitted as a hardcopy as a part of the proposal:

TAB 1 – Company Experience Form

TAB 2 – Key Personnel Form

TAB 3 – Plan Benefits Form

TAB 4 – References List Form including completed Reference Forms (Attachment 4)

TAB 5 – Sustainability Form

TAB 6 – Monthly Premium Price Schedule and Rate Guarantees Form - **Include with Original Only**

Section 5) **Attachment 5: Deviation Requests**

Section 6) **Attachment 6: Provider Director –**
submit hardcopy and **as excel spreadsheet on CD or Thumb drive**

The Certificate of Insurance is required for contract execution. Contractor shall provide COUNTY with current executed certificates of insurance within two weeks from when the Notice of Award is issued by the County.

7. BEST AND FINAL OFFER

County reserves the right to request additional information and/or clarification with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements.

In the event that discussions are held and clarifications are requested, a written request for best and final offers shall be issued. The request shall set forth the date, time, and place for the submission of best and final offers. If offerors fail to respond to the request for best and final offer or fail to submit a notice of withdrawal, their immediate previous offer will be construed as their best and final offer.

8. COMPLIANCE WITH AGREEMENT

County will execute an agreement with the successful offeror by issue of a Master Agreement (MA).

The offeror agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the offeror agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by revision or change order properly executed by the County. Any items provided in excess of the quantity stated in the agreement shall be at the Offeror's own risk. Offerors shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the Pima County Procurement Department within 1 workday of the request. The report shall include the name of the requesting individual and the nature of the request.

9. INQUIRIES & NOTICE OF RECOMMENDATION FOR AWARD (NORFA)

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any respondent as to the meaning of any of the solicitation documents will be binding on Pima County. If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent shall notify the Pima County Procurement department in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution prior to the *Due In and Opens* date set for receipt of the bid or proposal. Responses from COUNTY will be made by written addendum and sent to all known potential respondents. Issues identified less than 8 days prior to the *Due In and Opens* date may not be answered.

Interested parties are invited to attend the public opening of submissions at the time and date stated in this solicitation.

"The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through <http://www.pima.gov/cob/code/>. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at <http://www.pima.gov/procure/awards/> **without regard to whether individual notices were issued**. It is the responsibility of bidders, proposers and offerors to check the website"

10. VENDOR RECORD MAINTENANCE

By submitting a response to this solicitation, the submitter agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten calendar days of the solicitation due date. The Vendor also agrees to update the information within ten calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). The registration requires that the Vendor establish and maintain email functionality. In addition to providing the means for a Vendor to create and maintain their Vendor record, VSS also provides for email notice to the vendor regarding solicitations published by Pima County for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreg.htm>.

SAMPLE CONTRACT

PIMA COUNTY HUMAN RESOURCES DEPARTMENT	
PROJECT: Employee Pre-Paid Vision Insurance	Master Agreement No.:
CONTRACTOR: [awardee legal name & address]	
AMOUNT: \$[xxx,000.00]	
FUNDING: Self Insurance Trust Fund – Employee Contributions	(STAMP HERE)

THIS CONTRACT entered between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY; and [Legal Name as documented by the ACC or sole proprietorship], hereinafter called CONTRACTOR.

WITNESSETH

WHEREAS, COUNTY requires the services of a CONTRACTOR to provide Pima County Employees with the Pre-Paid Vision Insurance Benefits; and

WHEREAS, CONTRACTOR submitted the most advantageous Employee Prepaid Vision Benefit Plan to County for Solicitation No. 197926 for said services; and

WHEREAS, COUNTY and CONTRACTOR pursuant to Article III – Compensation and Payment have agreed Pima County will provide payroll deduction services on behalf of enrolled Pima County Employees; and

WHEREAS, COUNTY and CONTRACTOR pursuant to Article III – Compensation and Payment have agreed services shall be provided to enrolled Pima County Employees at the Pricing as set forth in Exhibit C: Premium Schedule Proposed for Solicitation # 197926.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 - TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as awarded by the Procurement Director, shall allow for a two month transition period for the services associated with implementation. Transition services shall commence on February 01, 2016. Services pursuant to provision of Pre-Paid Vision Insurance Benefits shall commence on July 1, 2016 and terminate on June 30, 2017 unless sooner terminated or further extended pursuant to the provisions of this Contract.

Any modification or extension of the contract termination date, will be by formal written amendment executed by the parties hereto.

Amendments to the Contract must be approved by the Board of Supervisors or the Procurement Director, as required by the Pima County Procurement code, before any work or deliveries under the Amendment commences.

ARTICLE 2 – SCOPE OF SERVICES

This Contract establishes the agreement under which CONTRACTOR will provide COUNTY with products and services in accordance with the attached

Exhibit A: Scope of Services (xx pages).

Exhibit B: Plan Benefits (XX pages)

ARTICLE 3 – COMPENSATION AND PAYMENT

In consideration for CONTRACTOR providing services to those employees who sign up for the benefit, COUNTY agrees to pay to CONTRACTOR those amounts actually collected from COUNTY employees through payroll deductions for CONTRACTOR's services, in an amount not to exceed \$xxx,xxx.xx.

County shall remit to the Contractor amount withheld from employees.

Pricing for work or products/materials will be as set forth in Exhibit C: Premium Schedule (one page).

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are DIRECTLY applicable to Pima County and invoiced as a separate line item. Such taxes should not be included in the item unit price.

CONTRACTOR will provide detailed documentation in support of payment requests. CONTRACTOR must bill COUNTY within one (1) month after the date on which CONTRACTOR'S right to payment accrues (the "Payment Accrual Date"), which, unless Exhibit C specifically provides otherwise, is the date goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item on Exhibit C and list each Payment Accrual Date. COUNTY may refuse to pay any amount billed in an untimely manner, and will refuse to pay any amount billed more than six months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

Pricing will remain firm during the term of the contract. Price increases will only be considered in conjunction with a renewal of the Contract. In the event that economic conditions are such that CONTRACTOR desires unit price increases upon annual review renewal of the Contract, CONTRACTOR will submit a written request to COUNTY with supporting documents justifying such increases at least ninety (90) days prior to the termination date of the Contract. Unit Prices will include compensation for CONTRACTOR to implement and actively conduct cost and price control activities. COUNTY will review the proposed pricing and determine if it is in the best interest of COUNTY to renew or extend the Contract as provided for in Article I of this Contract.

CONTRACTOR will not provide goods and services in excess of the Exhibit C Line Item and Contract Amounts without prior authorization by an amendment executed by COUNTY. Goods and Services provided in excess of Line Item or Contract Total Amounts without prior authorization by fully executed amendment will be at CONTRACTOR'S own risk.

For the period of record retention required under Article 21, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefore by setoff or otherwise for payments determined to be improper or contrary to the contract or law.

ARTICLE 4 - INSURANCE

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Pima County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance.

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

4.1 Minimum Scope and Limits of Insurance:

Contractor shall procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

4.1.1 **Commercial General Liability (CGL)** – Occurrence Form with limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, and broad form contractual liability coverage, and products – completed operations.

4.1.2 **Business Automobile Liability** – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.

4.1.3 **Workers' Compensation and Employers' Liability** - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$500,000.

Note: The Workers' Compensation requirement shall not apply to a Contractor that is exempt under A.R.S. § 23-901, and when such Contractor executes the appropriate Pima County Sole Proprietor or Independent Contractor Waiver form.

4.1.4 **Professional Liability (Errors and Omissions) Insurance** – This insurance is required when soliciting work from licensed professionals. The policy limits shall be not less than \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, 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 Contract is completed.

<p>Examples of Profession Services requiring E&O insurance: Accounting, Architecture, Asbestos Design, Inspection or Abatement Contractors, Licensed Health Care Practitioners, Legal Services, Engineering Services, or Surveying Services.</p>

4.2 **Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

4.2.1 **Additional Insured Endorsement:** The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

4.2.2 **Subrogation Endorsement:** The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

4.2.3 **Primary Insurance Endorsement:** The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, employees or Pima County shall be excess and not contributory insurance.

4.2.4 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

4.3 **Notice of Cancellation:**

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to Pima County, within two (2) business days of receipt of notice, if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to the Pima County Contracting Representative. Notice shall include the Pima County project or contract number and project description.

4.4 Verification of Coverage:

Contractor shall furnish Pima County with certificates of insurance (valid ACORD form or equivalent approved by Pima County) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

4.4.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

4.4.2 All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

4.5 Approval and Modifications:

Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

ARTICLE 5 - INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

CONTRACTOR warrants that all products and services provided under this contract are non-infringing. CONTRACTOR will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

ARTICLE 6 - COMPLIANCE WITH LAWS

CONTRACTOR will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

ARTICLE 7 - INDEPENDENT CONTRACTOR

The status of the CONTRACTOR is that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR'S officers, agents or employees will be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. CONTRACTOR is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR'S failure to pay such taxes. CONTRACTOR is solely responsible for program development and operation.

ARTICLE 8 - SUBCONTRACTOR

CONTRACTOR shall be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts CONTRACTOR may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

ARTICLE 9 - ASSIGNMENT

CONTRACTOR may not assign its rights to this Contract, in whole or in part, without prior written approval of the COUNTY. COUNTY may withhold approval at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

ARTICLE 10 - NON-DISCRIMINATION

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors.** During the performance of this contract, CONTRACTOR will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE 11 - AMERICANS WITH DISABILITIES ACT

CONTRACTOR will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

ARTICLE 12 - AUTHORITY TO CONTRACT

CONTRACTOR warrants its right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY will not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

ARTICLE 13 - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

ARTICLE 14 - CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE 15 - TERMINATION

COUNTY reserves the right to terminate any blanket contract, purchase order, contract or award, in whole or in part, at anytime, without penalty or recourse when in the best interests of the COUNTY. Upon receipt of written notice, Contractor shall immediately cease all work as directed by the notice, notify all sub-Contractor of the effective date of termination and take appropriate actions to minimize further costs to the COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the contract shall become the property of and be promptly delivered to the COUNTY. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials

accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 shall apply.

ARTICLE 16 - NOTICE

Any notice required or permitted to be given under this Contract will be in writing and will be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:

Mr. Allyn Bulzomi, Director
Human Resources Department
150 W. Congress, Administration West, 4th Floor
Tucson, AZ 85701
520.724.8028 Ph

CONTRACTOR:

ARTICLE 17 - NON-EXCLUSIVE CONTRACT

CONTRACTOR understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

ARTICLE 18 - OTHER DOCUMENTS

CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in the Pima County Solicitation No. 197926 including the Request for Proposals, Instructions to Offerors, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, CONTRACTOR'S Proposal and on other information and documents submitted by CONTRACTOR in its response to Solicitation No. 197926. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract.

ARTICLE 19 - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE 20 - SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE 21 - BOOKS AND RECORDS

CONTRACTOR will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

In addition, CONTRACTOR will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

ARTICLE 22 – PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in response to this solicitation that CONTRACTOR reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by CONTRACTOR prior to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records marked CONFIDENTIAL ten (10) business days after the date of notice to CONTRACTOR of the request for release, unless CONTRACTOR has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release will not be counted in the time calculation. CONTRACTOR will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

County will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor will County be in any way financially responsible for any costs associated with securing such an order.

ARTICLE 23 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY has the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR'S or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

CONTRACTOR will advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article will be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONTRACTOR will be entitled to an extension of time, but not costs.

ARTICLE 24. CONTROL OF DATA PROVIDED BY PIMA COUNTY:

County has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by Pima County, Contractor shall treat, control and limit access to said information as confidential and under no circumstances release any data provided by County during the term of this agreement and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and is further prohibited from selling such data directly or through a third party. Upon termination of the associated agreement or completion of the required contractual intent whichever occurs sooner, Contractor shall either return all data to County or shall destroy such data and confirm destruction in writing in a timely manner not to exceed 60 calendar days.

ARTICLE 25 - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures to this Contract on the date written below.

PIMA COUNTY

CONTRACTOR

Chair, Board of Supervisors

Authorized Officer Signature

Date

Printed Name and Title

Date

ATTEST

Clerk of Board

Date

APPROVED AS TO FORM

Deputy County Attorney

Print DCA Name

Date

APPROVED AS TO CONTENT

Department Head

Date

EXHIBIT A: SCOPE OF SERVICES

CONTRACTOR shall provide Pima County employees and their families with affordable Vision Services benefits. This program will be offered to County employees as an optional benefit.

All costs will be borne by the employees and the County makes no guarantee regarding the actual number of employees that will choose to participate.

CONTRACTOR and COUNTY agree to provide the following scope of services:

1. General:

CONTRACTOR will assure that each practitioner/provider providing direct vision also assure that each practitioner will render services to the best of his/her ability and will maintain the ethical standards required in the care and treatment of her/his patients. The character and privilege of the doctor/patient relationship will be maintained at all times, except that CONTRACTOR agrees to waive all privileges in the event of a) any dispute concerning the adequacy of the care CONTRACTOR rendered or caused to be rendered, or b) the conduct of a professional audit.

CONTRACTOR will maintain, or cause to be maintained, records of the care and services provided to each patient, consistent with professional requirements and state law. The records indicate at least the date of each visit, the name of the practitioner providing the treatment, the diagnosis, the treatment and any other data which the practitioner deems necessary for the patient's proper care and treatment. The patient's record will show any charges made.

CONTRACTOR agrees to include in the provider/practitioner agreements, provisions that the practitioner shall, upon the request of the patient, release the patient's record at no cost to the patient or to anyone to whom the patient gives authorization.

CONTRACTOR's plan must conform to all Federal and State laws.

2. Eligibility and Enrollment:

CONTRACTOR agrees to render, or cause to be rendered, services under the Agreement only to individuals who have been certified as eligible by COUNTY through its representative(s).

COUNTY shall have the sole responsibility and authority to determine eligibility for vision insurance benefits. Eligibility shall be defined to include: defining who is eligible, waiting periods, effective dates, etc. Such eligibility criteria shall be set forth in either the approved Pima County Personnel Policies and/or the Pima County Administrative Procedures. COUNTY may at any time revise such policies and/or procedures either to conform with Federal or State laws or as it deems appropriate in order to conduct the business of County government. Any changes to either the policies and/or procedures as they related to this contract shall be forwarded to CONTRACTOR no later than thirty (30) calendar days following their approval.

Definitions of employee eligibility for insurance coverage, insurability of dependents, qualifying events due to family and employment status changes, and insurance while on a leave of absence, can be found in Personnel Policy 8-122, Group Insurance. This policy is posted on the Pima County Human Resources webpage at http://webcms.pima.gov/government/human_resources/ and incorporated by reference. This policy is subject to change as amended by the Pima County Board of Supervisors.

Eligibility

To be eligible for benefits, an employee must:

- 1) Be a regular full-time or part-time employee hired to work and receiving pay for twenty (20) or more hours per week, or forty (40) or more hours per pay period, is eligible. A variable-time employee hired to work and receiving pay for a minimum of twenty (20) hours per week, or forty (40) or more hours per pay period, regardless of the actual number of hours worked, is eligible. A temporary employee extended beyond the first six (6) months of employment and hired to work and receiving pay for a minimum of twenty (20) hours per week, or forty (40) or more hours per pay period, is eligible.
- 2) If both spouses or domestic partners work for the County and are eligible for benefits, only one (1) person is allowed to cover eligible dependents. For the purpose of Pima County insurance coverage, an eligible dependent is a legally married spouse, domestic partner, natural born child, stepchild, adopted child of the employee or domestic partner, child who has been placed for adoption with the employee or domestic partner and for whom the application and approval procedures for adoption pursuant to ARS §8-105 or §8-108 have begun, and/or a child for whom the employee or domestic partner has obtained court ordered guardianship.
- 3) An eligible child is insurable up to the age of twenty-six (26), regardless of the child's student or marital status or the availability of other employer-based coverage for that child.

Enrollment and Effective Date

- 1) Insurance coverage becomes effective the first day of the month following completion of thirty (30) calendar days of eligibility. An eligible employee electing insurance coverage must enroll with Human Resources within the scheduled enrollment period or wait until the next Annual Enrollment period to obtain insurance coverage. Bi-weekly premium deductions will begin the first payday following enrollment.
- 2) A reinstated employee's insurance coverage becomes effective the first day of the month following reinstatement.
- 3) A reemployed employee shall be treated as a new employee.

COUNTY reserves the right to declare no less than one Annual Enrollment period per Contract period to take place prior to the Contract effective date. This typically occurs in April/May.

While it is COUNTY's intent to have only one Annual Enrollment period during the year, COUNTY reserves the right to allow individual employees who have had specific problems with CONTRACTOR (e.g., change of address, inadequate care/services, etc.) to change plans during the Contract year. COUNTY will give CONTRACTOR prior notice of such enrollment changes.

- 1) Annual Enrollment for group insurance is held at least once a year and is scheduled by Human Resources. This is a specified period during which an eligible employee may enroll or change insurance plans along with adding or removing eligible dependents
- 2) The COUNTY's Employee Benefits Division personnel will coordinate and train with CONTRACTOR personnel on plan benefits prior to Annual Enrollment to support Annual Enrollment meetings, fairs and/or presentations.
- 3) The CONTRACTOR will be required to attend approximately 10 sessions per year.

COUNTY uses ADP/OBA version as its employee benefits administration system. CONTRACTOR must receive and process enrollment and change files from that automated system.

Electronic Enrollment

Pima County contracts with Automated Data Processing (ADP) – Outsourced Benefits Administration (OBA) / Carrier Enrollment Services (CES) and payroll system (ADP – Enterprise Version 5 (EV5)). Electronic enrollment files are sent from OBA/CES to CONTRACTOR on a weekly basis. In most cases, there is no additional charge for ADP to complete programming to CONTRACTOR specifications. However, in the event that unusual and extensive programming is required, CONTRACTOR will assume all associated costs.

CONTRACTOR must receive and process enrollment and change files from ADP/OBA/CES.

3. Agreement and Administration:

CONTRACTOR will be required to devote staff attention to the following Implementation Activities:

- a. Marketing Materials (to give to prospective members) shall be provided to COUNTY within fourteen (14) calendar days following Contract award. Adequate supplies of materials shall be presented to COUNTY for Annual Enrollment and throughout the year for new employee communications. The marketing materials should include dentist listings/locations, information phone numbers, listing of participating pharmacies, hospitals and labs, and other information CONTRACTOR feels is pertinent.
- b. CONTRACTOR shall be responsible for the cost of printing all communication materials. All such materials will be subject to review and modification by COUNTY.
- c. Assigning a Senior Account Manager who is authorized to answer questions from COUNTY designated representatives regarding eligibility, enrollment, services, and/or administration. Senior Account Manager shall have the authority to respond to County's needs in a timely manner. The Senior Account Manager must be able to make decisions or report to a person who can make decisions concerning process changes as required in servicing this account. The Senior Account Manager is expected to maintain an up-to-date understanding and knowledge of the County's account and the Contractor's account management. CONTRACTOR shall make provisions for Senior Account Manager to attend any special meetings scheduled by COUNTY HR department.

Senior Account Manager shall ensure provisions are made to ensure a qualified and experienced representative attend annual enrollment meetings which are voluntary in nature for employees to attend and are held in several locations throughout Pima County.

- d. Notifying claimants of rejected services and the specific reasons(s) for the rejection.
- e. Establishing quality assurance standards and control mechanisms of assurance of compliance with such standards.
- f. **REPORTS:**
CONTRACTOR shall provide the County with quarterly **Statistical Reports** which detail plan activity, including the following utilization data:
 - i. premiums received and claims paid;
 - ii. member service usage .

The **Utilization Reports** shall show quarter-to-date and plan-to-date for (1) employees, (2) dependents, and (3) total members. The data shall also be subdivided into the following cost accounting entities:

- iii. Pima County active employees and their dependents
 - iv. COBRA enrollees
- g. **Premium Structure:** Provide COUNTY with advance written notice of any change in premium structure. COUNTY shall receive such notification within the specified time frame as agreed to by CONTRACTOR and COUNTY, but not less than 240 days before contract expiration date. Notification to employees shall be in the form approved by the County.

Plan and Rate Structure: The effective date of the contract will be July 1, 2016. The plan design and rates are predetermined and guaranteed for the life of the contract (5) contract years.

CONTRACTOR must provide COUNTY written notification eight (8) month in advance of any rate change prior to the anniversary dates for years 4, and 5. Written request for any rate change will include supporting documentation.

h. Customer Service and Staffing

CONTRACTOR must assure that all customer service and claims staff is appropriately trained in the specific technical issues of the County. All staff assigned to the Pima County's account must be trained in customer service skills and practices.

CONTRACTOR must provide an ongoing customer service function throughout the year through which covered persons and claimants can access trained staff toll-free to have questions answered. This customer service function must be available, at the CONTRACTOR's expense, during the Annual Enrollment period preceding the effective date of the Contract.

CONTRACTOR must be capable of recording and maintaining information regarding service-related or other complaints reported by covered employees and/or employee representatives.

The telephonic customer service function is to be available (at a minimum) from 8:00 a.m. to 5:00 p.m. Central Arizona Time, Monday through Friday.

CONTRACTOR shall have available the use of advanced technology to ensure that employee questions can be answered at times convenient for the employee. CONTRACTOR must have a telephone system and staff capacity adequate to respond to covered persons in a timely manner.

i. Employee Resources/Tools: Contractor shall have online tools available for employee's use to determine the cost associated with the Schedule of Benefits for covered and specialty procedures.

Promptly research and resolve problems brought to the COUNTY'S attention by CONTRACTOR. Types of problems include untimely premium payment, and inability to obtain eligibility lists, etc.

The County maintains the right to accept, reject or cancel the contract at any time, if there is a significant change, in the County's opinion, in the CONTRACTOR's operation of the plan, including but not limited to, satisfaction with customer and client service quality of the plan.

4. Member Communications:

CONTRACTOR shall provide COUNTY with a copy of any and all member communications prior to distribution.

Communication Materials: Provide all brochures, applications, enrollment and change forms at the expense of CONTRACTOR. COUNTY shall bear no financial responsibility for the cost of printing such brochures, applications, enrollment and/or change forms.

CONTRACTOR shall be responsible for drafting, producing and distributing, subject to County review and approval, all communication materials, certificates of coverage, plan summaries and any other forms required for proper administration of the benefit plan.

CONTRACTOR will print at their cost and provide, in bulk (drop shipment), plan certificates, and/or summary of benefits, upon approval of such documents, for the number of employees (active and prospective) and locations provided by the County's Employee Benefits Division. Such documents shall be produced in sufficient quantities to meet the needs of existing and future employees.

Applicable documents must be available electronically for posting on the County's Intranet and Internet Web sites.

CONTRACTOR must provide Certificates of Coverage, ID cards, to mail to each participant's home.

5. Change in Providers/practitioners:

CONTRACTOR shall provide COUNTY with a copy of the current list of providers within fourteen (14) calendar days after Contract award. Throughout the life of this Contract, CONTRACTOR shall provide COUNTY with advance written notification of change in providers.

6. COUNTY shall perform the following duties:

- a) Provide CONTRACTOR with a list of eligible individuals via the COUNTY's on-line benefits administration system (ADP/OBA). CONTRACTOR will be required to accept from the COUNTY electronic eligibility, enrollment/coverage verification, and premium files needed to administer the plan. Eligibility for active employees will be provided electronically via custom interfaces created with data contained in ADP/OBA. The contractor must be able to accept and process the eligibility file in a mutually agreed upon format and timeline. Contractor must also be able to generate an electronic **Exception Report** for the County within five (5) working days after processing the data from each file.
- b) Promote the Plan to all eligible employees during new employee orientation briefings and coordinate an annual promotion for the Plan.
- c) Assist CONTRACTOR with problems relative to eligibility for the Plan. The COUNTY shall be the final determinant for all eligibility issues. The COUNTY will make the final determination on errors and has ultimate authority to correct any and all administrative errors.
- d) Shall be responsible for making any necessary payroll deductions for payment of premiums earned by CONTRACTOR. Such payroll deductions shall be in the form and frequency as determined by COUNTY. For individuals who don't receive a payroll check from COUNTY, such as COBRA beneficiaries and/or employees who are on approved leaves of absence, COUNTY or its agent shall be responsible for remitting their premium payments to CONTRACTOR. Such remittance of premiums shall be on a self-billed basis.
- e) COUNTY self bills. CONTRACTOR shall be responsible for conducting any billing reconciliation's it deems necessary and appropriate. COUNTY shall provide assistance to CONTRACTOR to complete the reconciliation process, but in no way shall initiate the reconciliation process.
- f) Shall be responsible for maintaining demographic enrollment/changes in its on-line benefits enrollment system, through ADP. CONTRACTOR shall coordinate with benefits and COBRA administrator to ensure that electronic file transmission from on-line benefits enrollment/eligibility systems transfer properly and contain accurate and complete data.
- g) Produce monthly invoices based on current enrollment. Premiums will be paid monthly based on twelve (12) cycles per plan year.
- h) Process any refund credit as requested by the CONTRACTOR and verified by COUNTY
- i) Forward the premium payment for active employees and COBRA enrollees (equal to the monthly premium billing for all coverage in force) to CONTRACTOR

7. TRANSITION:

7.1 The contractor will meet with the County's Employee Benefits Division personnel to educate on plan benefits, establish administrative and payment procedures.

7.2 Contractor will also coordinate with ADP to establish eligibility file transmission connectivity and complete all testing to ensure that all enrollments are activated in CONTRACTOR's system by early June to be effective July 1.

7.3 At the termination of this agreement, should a different contractor be selected to provide these services, a coordination team may be formed to plan and manage those actions required to achieve smooth, efficient and orderly transition and provision of services from the current to the subsequent service provider. This team will consist of competent representatives, as determined by the COUNTY, the CONTRACTOR, and the subsequent contractor. CONTRACTOR shall participate and cooperate with the COUNTY and subsequent contractor to transition these services as required to avoid and minimize the frequency, and duration of any preventable service interruptions and costs.

End of Exhibit A

Exhibit B: Plan Benefits

Plan Benefit Documents submitted as a part of TAB 3 Plan Benefits and Costs will be incorporated into this Exhibit B.

Exhibit C – Premium Price Schedule

Premium Schedule and Rate Guarantee proposed in TAB 6 will be incorporated into this Exhibit C.

ATTACHMENT 1: CONTRACTOR/OFFER CERTIFICATION FORM
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CONTRACTOR LEGAL NAME:					
BUSINESS ALSO KNOWN AS:					
MAILING ADDRESS:					
CITY:		STATE:		ZIP CODE:	
Primary CONTACT PERSON During term of the solicitation/RFP process:					
Name and Title					
Phone Number		Email Address		Fax #	
INVOICES:					
REMIT TO ADDRESS:					
CITY:		STATE:		ZIP CODE:	
CONTACT PERSON NAME: (first, last)			TITLE:		
PHONE:			FAX:		
CONTACT PERSON EMAIL ADDRESS:					
DELIVERY ORDERS & CONTRACTS SHALL BE TRANSMITTED:					
CONTACT PERSON NAME (first, last)			TITLE:		
PHONE:			FAX:		
CONTACT PERSON EMAIL ADDRESS:					
CORPORATE HEADQUARTERS LOCATION:					
STREET ADDRESS:					
CITY:		STATE:		ZIP CODE:	

By signing and submitting these FORMS AND DOCUMENTS AS REQUIRED BY THIS SOLICITATION, the undersigned certifies that they are legally authorized to represent and bind the "CONTRACTOR" to legal agreements, that all information submitted is accurate and complete, that the firm has reviewed the Procurement website for solicitation addenda and incorporated to their offer, that the firm is qualified and willing to provide the items and services requested, and that the firm will comply with all requirements of the solicitation.

AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER						
SIGNATURE:					DATE:	
PRINTED NAME					TITLE	
PHONE:		EMAIL ADDRESS:				

ATTACHMENT 2: MINIMUM QUALIFICATIONS FORM
--

CONTRACTOR'S NAME	
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Contractor certifies that they possess the following minimum qualifications and shall provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate *responsibility* may be cause for the offeror's proposal to be rejected as **Non-Responsive**.

MQ#	MQ TITLE	MQ DESCRIPTION	MQ DOCUMENTATION
1	Company	Contractor must document one-year experience with at least one Public Sector employer with a minimum of 3,000 eligible employees.	<p>CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the qualification requirement.</p> <p>YES <input type="checkbox"/> NO <input type="checkbox"/></p> <hr/> <p>Reference – Company Name</p> <p>The above identified Company reference form is included in TAB 4. Reference.</p>

MQ#	MQ TITLE	MQ DESCRIPTION	MQ DOCUMENTATION
2	Key Personnel	Account Manager must document at least one year experience with at least responsibility for managing one Public Sector account with a minimum of 3,000 eligible employees.	<p>CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the qualification requirement.</p> <p>YES <input type="checkbox"/> NO <input type="checkbox"/></p> <hr/> <p>Name (First, Last) Account Manager</p> <p>Shall perform the services required by the Account Manager pursuant to the Scope of Services defined herein.</p> <p>The above identified staff person's resume is included in TAB 2: Key Personnel.</p> <p>The attached resume substantiates the Account Manager has the requisite experience required by MQ 2.</p>

MQ#	MQ TITLE	MQ DESCRIPTION	MQ DOCUMENTATION
3	Financial Stability	Contractor must document satisfactory financial stability. (A) Audited Financial Statements (B) List of Fines and Penalties (C) AM Best Rating	<ul style="list-style-type: none"> • Provide audited financial statements for the most recent 3 fiscal years with auditor’s opinion, management letter and notes to the financial statements (for the parent corporation include all subsidiary corporations, specifically identifying those corporations operating in Arizona). Include SAS 70/SSAE 16 reports, if applicable. Financial statements will be scored and reviewed with a rating of satisfactory or unsatisfactory. • Provide a listing of fines or penalties paid by the parent company (or any subsidiary or any associated business entity operating in the United States) to any Federal or State regulatory agency during the most recent 3 fiscal years and current year to date. Multiple fines for failure to pay income tax withholdings timely will cause proposal to be deemed non-responsive. Certain other fines or penalties may lead to an unsatisfactory rating. • Provide AM Best rating. Ratings of A – or better will be deemed satisfactory.

SIGNATURE: _____ DATE: _____

 PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING OFFER

End of Attachement 2

ATTACHMENT 3: QUESTIONNAIRE

TAB 1	Company Experience	Maximum Points:	25
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CONTRACTOR'S NAME	
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This TAB contains questions pertaining to **Evaluation Criteria 1: Company Experience**. Responses to questions must be in the form of a thorough narrative. The evaluation committee will assign points to **RESPONSES** taking into consideration the Scope of Services.

Proposers should include in their proposals documentation describing the extent of their experience and expertise for work related to administrative and claims payment services for the plan described herein. Proposers should also include in their proposals sample of work performed from previous clients. Points for the company experience will be based on documented successful experience on similar projects and engagements.

Below are twenty-eight (28) questions. Provide answers in the space indicated by Response. Space will automatically adjust and should not exceed 1 full page. Indicate in response if supporting documents are attached i.e. sample report, resume. Be sure to clearly site the title of the attached document in the Response and ensure the exact title is clearly marked on the attached document.

Company Experience

- 1 Provide a brief description of your organization. Name, address, date of incorporation, number of employees, number of clients

Response	
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- 2 Provide a detailed description of the proposer's public sector experience as well as other large groups

Response	
-----------------	--

- 3 How long has your organization been administering vision plans?

Response	
-----------------	--

- 4 For how many clients do you currently provide vision benefits?

Response	
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- 5 What distinguishes you from your competitors?

Response	
-----------------	--

- 6 Describe the physical protection of your facilities including access authorization to areas housing sensitive information and equipment.

Response	
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- 7 Describe the type of background checks your organization conducts on potential new employees

Response	
-----------------	--

- 8 Describe your organization's approach to authorizing systems access, ID and password controls including information on encryption, forced change/expiration of passwords and ID elimination when access is to be terminated.

Response	
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- 9 Describe the system edits for identification of fraudulent claims.

Response	
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- 10 Who owns the critical data (i.e., claims data, network data, etc.) within your organization and how is it secured?
What quality control measures do you have in place to ensure it remains secured? Are these processes audited? If yes, how often?

Response	
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- 11 Do you have plans to acquire or merge with any other organizations within the next 24 months or have you done so within the previous 12 months? If yes, please detail the status and impact it will have on the administration and delivery of the proposed plan.

Response	
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- 12 Do you have an audit process that monitors the accuracy of claims paid? If yes, how often do audits occur and what are the results?

Response

13 Describe the accuracy standards of your claims processing facility. What were your results for the last year?

Response

14 What is your claim rejection rate and how do you resolve claims that reject from the claims system?

Response

15 What percentage of your vision claims are submitted electronically?

Response

16 How many vision care claims does your organization process annually and describe your claim reimbursement process?

Response

17 What is the average turnaround time for processing claims and backlog?

Response

18 What standard reports are available and how frequently? Are there additional costs associated with any of these reports? Are customized reports available?

Response

19 Describe your experience in customer service and problem resolution

Response

20 How does your organization measure quality in its call center?

Response

21 How does your call center accommodate non-English speaking and hearing impaired callers?

Response

22 Describe your implementation plan and detail what will be needed from Pima County.

Response

23 Describe your customer service center: Hours of operation location, training, average tenure, number of customer service representative per 1000 members. How do you measure quality?

Response

24 Describe your HIPAA practices.

Response

Questions 25 -28 are Technical questions relating to the establishment and maintenance of ADP eligibility file transmission and connectivity as required by the Scope of Services. If your firm requires direct communications with ADP to perform appropriate research, discovery of specifications, requirements and/or costs by ADP please contact Laura Dickerson, Strategic Client Partner for ADP at 1.714.228-8548.

25 As Pima County utilizes ADP as its HR/Payroll and Benefits system, please confirm that your company is able to accept standard electronic enrollment files from ADP. If your organization requires a specialized format, please provide file specifications.

Response

26 What is your experience in working Automated Data Processing (ADP) – Outsourced Benefits Administration (OBA)/Carrier Enrollment Services (CES).

Response

27 What experience do you have with importing eligibility data from ADP/OBA/CES?

Response

28 What will be required for your organization to import electronic eligibility and change files from OBA/CES?

Response

End of Tab 1

ATTACHMENT 3: QUESTIONNAIRE

TAB 2	Key Personnel	Maximum Points:	5
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CONTRACTOR'S NAME	
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This TAB contains questions pertaining to **Evaluation Criteria 2: Key Personnel**. Responses to questions must be in the form of a thorough narrative. The evaluation committee will assign points to **RESPONSES** taking into consideration the Scope of Services.

Proposers should provide resumes of all proposed key personnel who will be performing services under the contract. Experience narratives shall describe the specific relevant experience in relation to the work to be performed in this contract as well as their certifications or other professional credentials that clearly show how they meet and/or exceed the minimum requirements set forth in this RFP. Proposers shall include in their proposal copies of appropriate professional certifications/licenses. Points for the Key Personnel will be based on each staff member's experience as it relates to their role and the needs of this contract.

Below are two (2) questions. Provide answers in the space indicated by Response. Space will automatically adjust and should not exceed 1 full page. Indicate in response if supporting documents are attached i.e. sample report, resume. Be sure to clearly site the title of the attached document in the Response and ensure the exact title is clearly marked on the attached document.

Key Personnel

Identify Key Personnel and their experience. Include and provide resumes, copies of certification or other professional credentials, including current letter of good standing as issued by the State Bar of Arizona.

- 1 *Identify the Account Manager for this contract and how much experience the Account Manager has with similar sized groups including Public Sector employers as well as implementation.
- *Identify the individual who will be responsible for Customer Service and problem resolution and describe his/her relevant experience.
- *Identify the individual who will be responsible for reporting and provide his/her relevant experience.
- *Identify all other Key Personnel

	Key Personnel Title	Name of Staff
Response	Account Manager	
	Customer Service	
	Reporting	

2 If a subcontractor will perform the work on the project, include and provide full details as indicated above.

Response	
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End of Tab 2

ATTACHMENT 3: QUESTIONNAIRE

TAB 3	Plan Benefits	Maximum Points:	25
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CONTRACTOR'S NAME	
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This TAB contains questions pertaining to **Evaluation Criteria 3: Plan Benefits**. Responses to questions must be in the form of a thorough narrative. The evaluation committee will assign points to **RESPONSES** taking into consideration the Scope of Services.

Proposers should provide a detailed listing of all plan benefit as well as project plan with milestones of necessary and the time frame Included information should include enrollment, implementation, and claims and payment processing and reporting .

Below are **eleven (11) questions**. Provide answers in the space indicated by Response. Space will automatically adjust and should not exceed 1 full page. Indicate in response if supporting documents are attached i.e. sample report, resume. Be sure to clearly site the title of the attached document in the Response and ensure the exact title is clearly marked on the attached document.

Plan Benefits

Describe the coverage available under your proposed plan.

- 1 Provide a list and detailed description of coverage that would be made available to our employees and their dependents. Identify cost if applicable.

	#	Plan Benefit Title	Plan Benefit Description	Cost
Response	1			
	2			
	3			
	4			
	5			
	6			
	7			
	8			
	10			
	11			
	12			
	13			
	14			
	15			
	16			
	17			
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	19			
	20			
	21			
	22			
	23			
	24			
	25			
	26			
	27			
	28			
	29			
	30			

- 2 Describe specifically the components of a comprehensive eye exam given by your organization's network doctors.

Response	
-----------------	--

3 Are members limited to a specified frame selection? Do members receive better pricing on a specialized frame selection or based on the type of provider they choose? Are members encouraged to purchase from a selection of private labeled or company-owned frames?

Response	
-----------------	--

4 Which brands/manufacturers are available to patients for lens options?

Response	
-----------------	--

5 Describe the process/procedures members must follow to access routine vision care in your network.

Response	
-----------------	--

6 What is the member cost for a routine exam every 12 months?

Response	
-----------------	--

7 What is the average member cost for frames/lens every 12 months? What is the maximum allowance?

Response	
-----------------	--

8 What is the average member cost for contact lens every 12 months? What is the maximum allowance?

Response	
-----------------	--

9 Provide samples of marketing material/brochures.

Response	
-----------------	--

10 List any additional benefits as well as associated costs that will be available to enrollees?

Response	
-----------------	--

11 Complete the ATTACHMENT 6: Provider Directory questionnaire.

Response	
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End of Tab 3

ATTACHMENT 3: QUESTIONNAIRE

TAB 4	References	Maximum Points:	4
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CONTRACTOR'S NAME	
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This TAB contains questions pertaining to **Evaluation Criteria 4: References**. Responses to questions must be in the form of a thorough narrative. The evaluation committee will assign points to **RESPONSES** taking into consideration the Scope of Services.

Proposer shall have three (3) professional references documenting the proposer's ability and expertise in providing the similar services in this RFP. Proposer's clients shall complete the **ATTACHMENT 4: Reference Form** and return directly to the Contractor. The Contractor shall include the completed reference form as a part of their proposal.

Provide at least 3 references, at least one of which must be a Public Sector employer with a minimum of 3,000 eligible employees.

Points for the references will be based on the proposer's work for its clients receiving similar services to this RFP

#	Name of Firm for the completed reference form that is attached herein
1	
2	
3	

End of Tab 4

ATTACHMENT 3: QUESTIONNAIRE

TAB 5	Sustainability	Maximum Points:	1
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CONTRACTOR'S NAME	
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SUSTAINABILITY: In accordance with BOS Resolution 2007-84, Pima County values and encourages sustainable practices.

Please **CHECK** which of the following your business incorporates:

- Waste prevention/reduction or material recycling/reuse?
- Alternative energy/fuels (such as solar/wind energy, bio-diesel, alternative fuels, hybrid vehicles) in your program's preparation, transportation, and demonstration?
- Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)?
- Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules)?
- Other practices which coincide with the County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located within Pima County)?

End of Tab 5

ATTACHMENT 3: QUESTIONNAIRE

TAB 6	Monthly Premium Price Schedule and Rate Guarantees	Maximum Points:	40
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CONTRACTOR'S NAME	
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Proposers shall propose a firm, fixed, fully-loaded Monthly Premium by Employee Only and Employee + Family. The firm, fixed, fully-loaded premium shall include all set-up and integration costs, direct cost, indirect cost, overhead and profit margin, as well as subcontractor's total costs if appropriate.

Electronic Enrollment

Pima County contracts with Automated Data Processing (ADP) – Outsourced Benefits Administration (OBA) / Carrier Enrollment Services (CES) and payroll system (ADP – Enterprise Version 5 (EV5)). Electronic enrollment files are sent from OBA/CES to CONTRACTOR on a weekly basis. In most cases, there is no additional charge for ADP to complete programming to CONTRACTOR specifications. However, in the event that unusual and extensive programming is required, CONTRACTOR will assume all associated costs.

Premium Schedule

Item#	Description			A	B	C	(A)X (B) X (C)
		Current # of enrolled	Estimated # of Employees Enrolled	Monthly Premium	# of months	Extended Annual Cost	
1	Employee Only	1185	1200	\$	12	\$	
2	Employee + Spouse	541	550	\$	12	\$	
3	Employee + Children	350	355	\$	12	\$	
4	Employee + Family	707	715	\$	12	\$	
						Total Annual Cost	\$

Rate Guarantee

The term of this contract is for an initial term of one (1) year; subsequently, the above Monthly Premiums will remain firm for the initial term of the contract and premium changes will be considered annually at the time of renewal. Please advise if the Plan proposed in Tab 3, Response 1 and above Monthly Premiums will remain firm for subsequent annual renewal periods of the contract. Indicate **YES** or **NO** in the appropriate space.

Premium			
Year 2 : 2017/2018	Year 3 : 2018/2019	Year 4 : 2019/2020	Year 5 : 2020/2021

Tab 3 contains Discounted Fee Schedule for Vision Services. Place a check mark <input checked="" type="checkbox"/> in the applicable box, either Yes/No.	Yes	No
Yes, the Discounted Vision Benefit fee Schedule provided in Tab 3 Plan Benefits, Plan Package, and those identified in any documents such as marketing material, brochures included as a part of the proposal will remain firm for the initial term of the contract.		

Rates will remain the same for the following annual renewals – indicate Yes or No, as applicable			
Year 2 : 2017/2018	Year 3 : 2018/2019	Year 4 : 2019/2020	Year 5 : 2020/2021

No, Discounted Vision Benefit fee schedule is subject to change at any time during the term of the contract.		
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End of Tab 6

ATTACHMENT 4: REFERENCE FORM (ONE PAGE)



Pima County would like to thank you for taking the time to complete this reference form.
Your firm has been identified as a current client of the below named Contractor. The Contractor is interested in submitting a proposal in response to Pima County's RFP 197926 for Voluntary Benefit of Prepaid Vision Services. This form will be used by the County in evaluating the capabilities of the vendor and product quality.

PLEASE COMPLETE EACH AND EVERY SECTION.

PLEASE COMPLETE EACH SECTION.

SECTION 1:

Name of Contractor for whom reference is given: _____

Your organization's business name: _____

Your Name and title: _____

Telephone number: _____ E-Mail address: _____

Number # of Insured eligible employees is: 3,000 or less 3,000 or more

SECTION 2:

Does Contractor currently administer a contract for **Prepaid Vision Insurance Benefits** for your firms employees, and their dependents?

NO **YES** (place a check mark in each applicable box) if yes, complete the information below:

Indicate start and end dates of Contract: _____ Commencement (Year) _____ Termination (Year)

Number of Annual Renewals _____

Please indicate an estimated annual dollar value of the contract with Vendor: _____

Contract Scope of Services (check all that are applicable):

Customer Service Employee Communication Services Employee Satisfaction Survey Utilization Management Reports On-site participation in Annual Enrollment

SECTION 3:

PLEASE RATE THE FOLLOWING ITEMS (circle one):

	<i>Unsatisfactory</i>	<i>Below Average</i>	<i>Average</i>	<i>Above Average</i>	<i>Exceptional</i>
1. Communications with Contractor:	0	1	2	3	4
Comments: _____					
2. Understanding of contractual requirements	0	1	2	3	4
Comments: _____					
3. Timeliness of completing implementation	0	1	2	3	4
Comments: _____					
4. Contractor knowledge of administering a contract	0	1	2	3	4
Comments: _____					

PLEASE RATE THE FOLLOWING ITEMS (circle one):

		<i>Below</i>		<i>Above</i>	
	<i>Unsatisfactory</i>	<i>Average</i>	<i>Average</i>	<i>Average</i>	<i>Exceptional</i>
5. Contractor's record keeping/reconciliation	0	1	2	3	4
Comments:	_____				
6. Contractor's responsiveness and success at addressing problems that arise:	0	1	2	3	4
Comments:	_____				
7. Competence of professional services staff. customer service support team, online resources	0	1	2	3	4
Comments:	_____				
8. Overall satisfaction with Contractor.	0	1	2	3	4
Comments:	_____				

9. In what areas could the Contractor improve?

Comments: _____

10. In way area does the Contractor particularly excel?

Comments: _____

Any other information that you would like to share about the Contractor:

SECTION 4:

Your Signature: _____

Please submit this completed Reference Form to the Contractor.

Thank you for your time. Your cooperation is sincerely appreciated.

END OF ATTACHMENT 4

ATTACHMENT 5: DEVIATION REQUEST FORM

Deviation requests shall specifically document and clearly illustrate the deviation to the particular Contract Article or Standard Term and Condition set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item.

Acceptance or rejection of said deviation request shall be at the sole discretion of the County and in accordance with Pima County Procurement Code.

#	Contract Article or Standard Term, Condition	Deviation Request
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

1. OPENING:

Responses will be publicly opened and each respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request For Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. All interested parties are invited to attend.

2. EVALUATION:

Responses shall be evaluated to determine which are most advantageous to Pima County (COUNTY) considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, COUNTY will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that were determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

COUNTY, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in COUNTY Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing offered by Contractor.

3. AWARD NOTICE:

A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

4. AWARD:

Awards will be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of COUNTY. Unless expressly agreed otherwise, resulting contracts are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each offeror, by submission of an offer, bid or proposal waives any and all claims for damages against COUNTY or its officers or employees when COUNTY exercises any of its reserved rights.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein shall govern, unless COUNTY accepts Contractor's terms in writing. No oral agreement or understanding shall in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant contract.

7. INTERPRETATION and APPLICABLE LAW:

The contract will be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

8. WARRANTY:

Contractor warrants goods or services to be satisfactory and free from defects.

9. QUANTITY:

Contractor will not exceed or reduce the quantity of goods ordered without written permission from COUNTY in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by COUNTY Procurement Code. All quantities are estimates and COUNTY provides no guarantee regarding actual usage.

10. PACKING:

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

11. DELIVERY:

On-time delivery of goods and services is an essential part of the consideration to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of COUNTY.

To mitigate or prevent damages caused by delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor's responsibility. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, or refuse receipt of or return delayed deliveries, at no cost to COUNTY. COUNTY reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides COUNTY immediate notice of delay.

12. SPECIFICATION CHANGES:

COUNTY has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment will be made and the order modified in writing. Any agreement for adjustment must be made in writing.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

All goods and services are subject to inspection and testing at place of manufacture, destination or both by COUNTY. Goods failing to meet specifications of the order or contract will be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be considered a waiver of that condition for subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and are to be included in the Unit Price offered by Contractor and accepted by COUNTY.

15. PAYMENT TERMS:

Payment terms are net thirty (30) days, unless otherwise specified by the contract.

16. ACCEPTANCE OF MATERIALS AND SERVICES:

COUNTY will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that all specification requirements have been met.

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

In the event any item furnished by Contractor in the performance of the contract should fail to conform to the specifications thereof, or to the sample submitted by Contractor, COUNTY may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, COUNTY has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and actual cost to COUNTY.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply. The rights and remedies of COUNTY provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, certifies that no officer or employee of COUNTY or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer or resulting contract. Additionally, during the conduct of business with COUNTY, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then any contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

19. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by COUNTY. Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY Master Agreement, or Purchase Order. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY's agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY contracts can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Contracts*.

20. PATENT INDEMNITY:

Contractor will indemnify, defend and hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Master Agreement, Purchase Order, and associated orders. Contractor may be required to furnish a bond or other indemnification to COUNTY against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:- N/A**22. UNFAIR COMPETITION AND OTHER LAWS:**

Responses must be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

23. COMPLIANCE WITH LAWS: N/A**24. ASSIGNMENT:- N/A****25. CONFLICT OF INTEREST:**

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all COUNTY Master Agreements or Purchase Orders as if set forth in full therein.

26. NON-DISCRIMINATION:- N/A**27. NON-APPROPRIATION OF FUNDS:**

COUNTY may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, COUNTY has no further obligation, other than payment for services or goods that COUNTY has already received.

28. PUBLIC INFORMATION:

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor **prior** to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY will release records marked CONFIDENTIAL ten (10) business days after the date of notice to Contractor of the request for release, unless Contractor has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. Contractor will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor is COUNTY in any way financially responsible for any costs associated with securing such an order.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the contract. Such tools and documentation are the property of COUNTY and will be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation will be delivered to COUNTY within twenty (20) days of acceptance by COUNTY of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to COUNTY. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to COUNTY, Contractor will reimburse COUNTY for said actual and incremental costs provided that COUNTY had given Contractor reasonable time to respond to COUNTY's requests for support.

30. AMERICANS WITH DISABILITIES ACT:-N/A**31. NON-EXCLUSIVE: N/A****32. PROTESTS:**

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:- N/A**34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:**

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, offer agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo; these standard terms and conditions; any other solicitation documents.

35. INDEPENDENT CONTRACTOR:-N/A**36. BOOKS AND RECORDS: N/A****37. COUNTERPARTS:**

The Master Agreement or Purchase Order awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of COUNTY are each considered an original and together constitute a binding Master Agreement, if all other requirements for execution have been met.

38. AUTHORITY TO CONTRACT:-N/A**39. FULL AND COMPLETE PERFORMANCE: N/A****40. SUBCONTRACTORS: N/A****41. SEVERABILITY:**

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE: N/A

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS