

	City of Goodyear	Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: (623)882-7845
	Request For Proposal	

Solicitation Number: 27-0040

Materials and/or Service: Employee Benefits, Insurance & Pharmacy Benefit Management

Solicitation Due Date: October 15, 2026 **Time:** 3:00 pm (Arizona Time)

Procurement Staff: Loretta Browning
Phone: (623)882-7845
Email: Loretta.Browning@goodyearaz.gov

Solicitation packages can be obtained by downloading from the City of Goodyear's website: <https://www.goodyearaz.gov/government/departments/finance/procurement-office> and following these instructions: Click on the link above, click on Bids/Proposals or you can go directly to [goodyearaz.bonfirehub.com](https://www.goodyearaz.gov/government/departments/finance/procurement-office).

All Offers must be received by the specified date and time cited above. Late Offers will not be considered. Offers received by the correct date and time shall be publicly opened and read. Offerors are advised to carefully read the entire Solicitation Package. Offers that do not comply with all Instructions to Offerors may be disqualified.

The opening will be live on Microsoft Teams. Offerors may attend the solicitation opening by selecting the link provided on the second page of the solicitation.

Attendance at the Pre-Proposal conference is not mandatory; however, Offerors are strongly encouraged to attend. Offerors are also strongly encouraged to read entire solicitation prior to the Pre-Proposal Conference. Offerors may select the Microsoft Teams meeting link from the second page of the solicitation to attend Pre-Proposal Conference.

Pre-Proposal Conference: September 17, 2026

Pre-Proposal Location: Microsoft Teams – Follow the link provided on the second page of the solicitation.

Should you experience problems downloading the solicitation, contact the procurement staff person at the above email address.

All communications concerning this solicitation must be directed to the responsible staff identified above through the City's e-procurement system (Bonfire). Communications with other city staff may disqualify you from the evaluation process.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION

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MICROSOFT TEAMS MEETING LINKS

PRE-PROPOSAL CONFERENCE

Pre-Proposal Conference: September 17, 2026 @ 9:00 a.m.

Pre-Proposal Location: Microsoft Teams – Follow the link provided on the second page of the solicitation.

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/282197159293787?p=DMjeNX8o8H6qEDSq0V>

Meeting ID: 282 197 159 293 787

Passcode: PW2in9Ue

[Need help?](#) | [System reference](#)

Dial in by phone

[+1 602-609-7636,700426994#](tel:+16026097636700426994) United States, Phoenix

[Find a local number](#)

Phone conference ID: 700 426 994#

SOLICITATION OPENING

Date: October 15, 2026@ 3:00 p.m. (Arizona Time)

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/292916513566000?p=4wD0KSdyexzh99Zns>

Meeting ID: 292 916 513 566 000

Passcode: vY2Gj7z6

[Need help?](#) | [System reference](#)

Dial in by phone

[+1 602-609-7636,613837839#](tel:+16026097636613837839) United States, Phoenix

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City of Goodyear

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	Instructions to Offerors	

1. PREPARATION OF OFFER

- a. Instructions for Preparing and Submitting Response:
 1. Proposals shall be submitted through the City of Goodyear's procurement purchasing portal (Bonfire) website at <https://goodyearaz.bonfirehub.com/portal> under the appropriate solicitation opportunity. Submissions submitted elsewhere or under the wrong solicitation will not be considered.
 2. Solicitation Amendments: Any changes to the solicitation document will be in the form of a solicitation amendment. Amendments are posted on the City of Goodyear's purchasing portal (Bonfire) website at <https://goodyearaz.bonfirehub.com/portal> under the appropriate solicitation opportunity. Interested parties are cautioned to check the purchasing portal (Bonfire) for amendments prior to submitting their proposal. The City will not be held responsible if a vendor fails to receive any amendments issued.
 3. The City shall not be responsible for any oral changes to the scope of work or specifications by any employees or officer of the city and interested parties are cautioned not to rely on any such changes.
- b. It is the responsibility of all Offerors to examine the entire solicitation package and seek clarification from the responsible procurement staff person of any item or requirement that may not be clear, and to check all responses for accuracy before submitting an offer.
- c. All offers shall be on the forms provided in the solicitation package. It is permissible to copy these forms if required. Telegraphic (facsimile) or emailed offers will not be considered.
- d. The Offer and Acceptance document shall be returned with the submittal signed by a person authorized to sign. Pricing documents and other documents which require information must be filled out in their entirety. Erasures, interlineations, or other modifications in the offer shall be initialed by the authorized person signing the offer.
- e. It is the Offeror's responsibility to obtain a copy of any addenda relevant to this solicitation. Failure to submit addenda with the solicitation response may be grounds for deeming an offer non-responsive.
- f. Offers shall be submitted through the City of Goodyear's procurement purchasing portal (Bonfire) website at <https://goodyearaz.bonfirehub.com/portal>.
- g. Periods of time, stated as a number of days, shall be calendar days.
- h. It is the responsibility of the Offeror to submit an offer at the place and by the time provided in the solicitation.
- i. Negligence in preparing an offer confers no right of withdrawal after the due date and time of the solicitation. No offer shall be altered, amended, or withdrawn after the specified offer due date and time.
- j. List any exceptions to any part of the City's Terms and Conditions. Exceptions must be clearly identified on a separate page, by each clause number, title, and page number. Exceptions stated in general terms and not stating specific clause(s) may be deemed non-responsive.
- k. Offers shall include all costs as described and indicated on the Fee Schedule. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if there is any, shall be indicated as a separate item.

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- l. If price is a consideration, and in case of error in the extension of prices in the solicitation, the unit price shall govern.
- m. The City shall not reimburse the cost of developing, presenting, or providing any responses to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- n. It is the sole responsibility of Offers to submit any additional agreements that they would like for the City to consider in conjunction with the City's contract. No agreement submitted after the proposal close date will be considered.

2. SERIAL NUMBERS – INTENTIONALLY LEFT BLANK.

3. BRAND NAMES - INTENTIONALLY LEFT BLANK.

4. SUBSTITUTIONS OR EXCEPTIONS

The City reserves the option to not consider Offers for award if the Offeror: i) takes any exception to the specifications and the City does not agree or accept the proposed changes; or ii) proposes a unit which does not meet the City's specifications exactly and the Offeror does not additionally propose the specified unit prior to solicitation opening, and the City rejects the alternative identified.

5. PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

6. INQUIRIES

Any questions related to the solicitation shall be directed to the responsible procurement staff person through Messages/Opportunity Q&A on the City's procurement portal (Bonfire).

Offerors shall not contact or ask questions of other City staff or the City department for which the requirement is being procured.

Any correspondence related to a solicitation should refer to the solicitation number, page, and paragraph number. All questions must be submitted no later than the date/time indicated on the City's procurement portal (Bonfire).

7. PRE-PROPOSAL CONFERENCE

A Pre-Submittal Conference will be held. Attendance at the scheduled Pre-Submittal Conferences is not mandatory. The date, time and location of the conference are indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the solicitation. *Oral statements or instructions will not constitute an amendment to this solicitation.*

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8. LATE OFFERS/MODIFICATIONS/WITHDRAWALS

Modifications of offers, and withdrawals received after the due date and time specified for receipt will be rejected and remain unopened. An Offeror (or designated representative) may withdraw their offer via email to the responsible staff person any time prior to the solicitation due date and time.

9. PUBLIC RECORD/CONFIDENTIAL INFORMATION

All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award. If the Offeror believes that any information provided throughout the procurement process should be withheld as confidential, it is the responsibility of the Offeror to submit to the Procurement Manager a statement when the confidential information is submitted which identifies those items the Offeror believes to be confidential and the legal reason(s) why they are confidential. The Procurement Manager shall review the request for confidentiality and advise the Offeror in writing if the information will be treated as confidential by the City. If the City receives a public records request for any of the information determined to be confidential by the Procurement Manager, the City will use reasonable efforts to give notice to the Offeror prior to the release of the information.

10. OFFER ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid for one hundred twenty (120) days after the opening time and date.

11. DISCUSSIONS

The City reserves the right to conduct discussions with Offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the submittal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

12. PERSONNEL

It is essential that the Offeror provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed in this Solicitation. The Offeror agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the City.

13. AWARD OF CONTRACT

- a. The contract will be awarded pursuant to the provisions of the City of Goodyear Procurement Code. Unless the Offeror states otherwise, or unless provided within this solicitation, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. Notwithstanding any other provision of this solicitation, the Procurement Manager further reserves the right to i) waive any immaterial defect or informality; ii) reject any or all offers, or portions thereof; iii) reissue the solicitation; or iv) modify or cancel this solicitation.
- b. A response to a solicitation is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's solicitation and the written amendments thereto, if any. If City Council approval is necessary, offers do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The Contract has its inception in the award document, eliminating a formal signing of a separate contract.
- c. In the event the City should receive two or more identical offers, the awardee will be determined by lottery.

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14. BUSINESS REGISTRATION PERMIT

Firm(s) awarded contracts with the City shall be required to obtain a City of Goodyear Business Registration Permit through the Goodyear Business Registration Office. For further information call Finance, at (623) 882-7887, Option 4 or bl@goodyearaz.gov.

15. PROTESTS

Any interested party may protest a solicitation issued by the City or the proposed award or the award of a City Contract by submitting a request in writing with the Procurement Manager for the City of Goodyear, with a copy directed to the City Attorney for the City of Goodyear as follows:

Jacque Behrens, CPPB
Procurement Manager

City of Goodyear

1900 N. Civic Square

Goodyear, AZ 85395

Roric Massey
City Attorney

City of Goodyear

1900 N. Civic Square

Goodyear, AZ 85395

- a. Writing: All protests must be in writing and shall include the following information:
 - The name, address and telephone number of the protester;
 - The signature of the protester or its representative;
 - The solicitation or contract number;
 - A detailed statement of the legal or factual grounds of the protest including copies of relevant documents; and
 - The form of relief requested. R3-4-16.01
- b. Time Frame: To be considered, protests must be filed during the time frame identified in the procurement code.
 - *Protests of a solicitation* must be filed within five (5) days of the first advertising of the solicitation.
 - *Protests of an award* must be filed within ten (10) days of the issue date of the Notice of Award or Notice of Intent to Negotiate and Award.
- c. The Procurement Manager is required to notify all interested parties that a protest has been filed.

16. EVALUATION PANEL

Submittals will be evaluated by an evaluation panel. Awards shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.

17. PANEL CONTACT

Offeror shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the solicitation, after submittal.

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18. BEST AND FINAL OFFERS

The City may request best and final offers if deemed necessary and will determine the scope and subject of any best and final request.

19. INTERVIEWS

The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.

20. CONFLICT OF INTEREST

Offerors shall fully disclose all known and potential conflicts that could influence or appear to influence their judgment or the quality of their services.

21. OFFER RESULTS

Offers will be opened on the stated due date, time and location indicated on the cover sheet of the solicitation at which time only the name of each Offeror shall be read. Offers and other information received in response to the proposal shall be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after award recommendation has been posted on the City's website.

A preliminary tabulation will be posted on the City's procurement portal (Bonfire) within five (5) calendar days of the solicitation opening. The information on the preliminary tabulation will be posted as it was read during the opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers an award recommendation will be posted on the City's website. No further notification will be provided to unsuccessful Offerors.

END OF INSTRUCTIONS TO OFFERORS

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SECTION 1 DEFINITIONS

- 1.1 “Contract” means this Professional Services Contract, including the standard terms and conditions, special terms and conditions, specifications/scope of work, fee schedule/price sheet, the solicitation documents, instructions to offerors (including documents referenced and included therein) and any attachments, exhibits and addendum referenced herein, the offer and any best and final offer as accepted by the City, and any amendments.
- 1.2 “Contractor” means the individual, partnership, entity, firm, company or corporation who, as a result of the competitive process, is awarded a contract by the City of Goodyear.
- 1.3 “Days” means calendar days unless otherwise specified herein.
- 1.4 “Litigation Expense” means any court filing fee and costs, arbitration fees or costs, witness fee, arbitration fees, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Contract, including, without limitation, in each case, attorneys’ fees, professional fees, disbursements and each other fee and cost of investigating and defending, appealing or asserting any claim for indemnification under this Contract.
- 1.5 “Loss” means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, other than a litigation expense.
- 1.6 “Services”, “Work” or “Project” means the subject matter of this Contract as set forth in the Scope of Work.
- 1.7 “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any goods or services required for the performance of the Contract.
- 1.8 “Work Product” means but is not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original Mylar drawings, computer aided drafting and design (CADD) file, computer disks and/or other electronic records and media, and all “architectural work” and “works made for hire” as defined herein and by the United States Copyright Act, 17 U.S.C. § 101, *et seq.*

SECTION 2 SERVICES PROVIDED BY CONTRACTOR

- 2.1 Scope of Work. Contractor shall provide those “Services” described in the solicitation. Additional Services, which are outside the scope of basic services contained herein shall not be performed by Contractor without prior written consent of the City. Authorized additional Services shall be compensated for by a fee mutually agreed upon between the City and Contractor.
- 2.2 Professional Practices. All Services shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices. Contractor is responsible for knowing and complying with all applicable laws, rules, and regulations, including all applicable building regulations, license and permits requirements.

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- 2.3 Performance to City's Satisfaction. Contractor agrees to perform all Services required by this Contract to the complete satisfaction of the City and as required herein. If the quality of work is not satisfactory to the City, in addition to any and all other remedies available by law, the City in its discretion has the right to do any or all of the following: (i) Meet with Contractor to review quality of work and resolve the matters of concern; (ii) Require Contractor to repeat the work at no additional fee until it is satisfactory to the City; and/or (iii) Terminate the Contract as provided herein.
- 2.4 Investigation. Contractor warrants and agrees familiarity of the work is required to perform the Services, is satisfied as to the conditions under which it is to be performed, is competent to perform the Services and enters into this Contract based upon the Contractors own investigation.

SECTION 3 COMPENSATION AND BILLINGS/PAYMENTS

- 3.1 Compensation. Total compensation, including those Services furnished by its Subcontractors, shall not exceed the purchase order amount.
- 3.2 Method of Billing. Contractor will invoice City by the 10th day of each month for Services provided during the prior month. Invoices shall contain itemized hourly fees and specifically describe the Services performed, the name of the person(s) performing the Services, and supporting documentation.
- 3.3 Review and Withholding. City's Project Manager shall review invoices to certify payment requests. If an invoice is rejected, the City Project Manager will issue a notice of the items not approved for payment. If during the course of the Contract, Services performed do not meet the requirements set forth in the Contract, Contractor shall correct or modify the work to comply with the Contract requirements and the City shall have the right to withhold payment for such work until Contractor complies with the requirements of the Contract to the reasonable satisfaction of the City.
- 3.4 Payment. City shall pay Contractor within 30 days from the date the City receives a complete, correct and approved invoice.
- 3.5 Advance/Late Payments. Advance payments are not authorized. The City will not honor any invoices or claims which are tendered more than one (1) year after the last item of the account accrues.
- 3.6 Fund Appropriation Contingency. Funds may not presently be available for performance under this Contract beyond the City's current fiscal year starting July 1 and ending on June 30th of the following year. If payment for Contract Services extends into a new fiscal year, the City's obligation to pay for such performance is contingent upon approval of future appropriations by City Council to fund this Contract. The City shall have no legal liability to pay funds due for performance under the terms of the Contract until and unless such funds are appropriated.
- 3.7 F.O.B. Point. **INTENTIONALLY LEFT BLANK.**
- 3.8 Taxes. Contractor is solely responsible for any and all tax obligations that may result from Contractor's performance of this Contract.

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SECTION 4 PROJECT TEAM/CITY PROJECT MANAGER – INTENTIONALLY LEFT BLANK.

SECTION 5 LICENSING, DEBARMENT AND SUSPENSION

- 5.1 Licensing/Permits. Contractor warrants and certifies that Contractor and its Subcontractors will maintain valid licenses, registrations, permits, and other approvals necessary to perform the Services required under this Contract (“Approvals”). Contractor shall immediately advise the City in writing of any change in information provided by Contractor or its subcontractors as it relates to any Approvals. Noncompliance with this provision is a material breach of Contract.
- 5.2 Debarment/Suspension. Contractor warrants and certifies neither Contractor nor any of its subcontractor:
- Are presently debarred, suspended, proposed for debarment, declared ineligible or otherwise legally excluded from contracting with any federal, state or local government entity; and
 - Have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property within a three (3) year period preceding this Contract;
 - Are not, or have not been, indicted of or otherwise criminally charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing any public transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and
 - Have not had one or more public transactions (federal, state or local) terminated for cause or default.
- 5.3 City has no affirmative duty or obligation to confirm or deny the existence or issuance of any Approvals or Debarments, or to examine Contractor’s contracting ability.

SECTION 6 WORK PRODUCT/CONFIDENTIALITY/ENCRYPTION - INTENTIONALLY LEFT BLANK.

SECTION 7 TERMINATION

- 7.1 Termination. The City may terminate this Contract in whole or in part, with or without cause and for any reason, including the City’s convenience, with thirty (30) days written notice to the Contractor.
- 7.2 Compensation. In the event of termination, Contractor shall immediately stop all work hereunder and shall immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for Services performed to the date of such termination, the Contractor shall receive a fee for the percentage of services performed to the satisfaction of the City. This fee shall be in the amount mutually agreed upon by the Contractor and City, based on the Scope of Work and fee schedule. If there is no mutual agreement, the City Project Manager shall determine the percentage of work performed for each task detailed in the Scope of Work, with Contractor’s compensation based on such determination and the fee schedule included herein.
- 7.3 Acts of Insolvency/Other. The City may terminate this Contract immediately by written notice to Contractor if any of the following occurs: Contractor becomes insolvent; makes a general assignment for the benefit of

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creditors; suffers or permits the appointment of a receiver for its business or assets; becomes subject to any proceeding under any bankruptcy or insolvency law, foreign or domestic; is wound up or liquidated, voluntarily or otherwise; persistently or repeatedly refuses or fails to complete the work required herein; persistently disregards law, rules or regulations; or fails to make prompt payment to subcontractors for material or labor.

- 7.4 Documents/Work Product. In the event of termination of this Contract, all documents and work product prepared by Contractor pursuant to this Contract including, but not limited to, finished or unfinished design, development and constructions documents, studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of the City's delivery of termination notice to Contractor, at no cost to the City. Any use of uncompleted documents without specific written authorization of Contractor shall be at City's sole risk and without liability or legal expense to Contractor.

SECTION 8 INDEMNIFICATION/RISK OF LOSS

- 8.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, save and hold harmless the City, its elected officials, officers, agents and employees (hereinafter referred to as "Indemnatee") for, from and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorney's fees and Litigation Expenses asserted by a third-party (i.e. a person or entity other than City or Contractor) and that is caused by, related to, arises out of, or alleged to have resulted from, in whole or in part, any negligent, reckless or intentional acts, errors, fault, mistakes, omissions, work, or service of the Contractor, its directors, officers, employees, agents, representatives, or any tier of subcontractors or any other person for whose acts, errors, fault, mistakes omissions, work or service the Contractor may be legally liable in the performance of this Contract.

The Indemnification provided hereunder shall extend to claims arising out of, or recovered under, Arizona's Workers' Compensation Law or the failure of Contractor to conform to any applicable and appropriate law, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against Indemnatee for claims arising from the work performed by Contractor, its directors, officers, employees, agents, representatives, or any tier of subcontractors pursuant to this Contract. The provisions of Section 10 are irrevocable and perpetual, and shall survive the expiration or termination of this Contract.

- 8.2 Indemnification – Patent, Copyright and Trademark. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, save and hold harmless the City, its elected officials, officers, agents, and employees (hereinafter referred to as "Indemnatee") individually and collectively at Contractor's own expense, for, from and against any liability, including any and all expenses, losses, royalties, profits, judgments, damages, including all legal costs and expenses, court costs and attorney fees, for infringement of any patent, copyright, trademark and other proprietary rights of any third parties arising out of, related to or resulting from this Contract or use by the City of materials furnished or Services performed under this Contract. The City may be represented by, and actively participates through, its own counsel in such suit or proceedings, if it is so desires.

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- 8.3 Cooperation. In the event any claim or action is brought against the City relating to Contractor's Services, Contractor shall provide the City with any and all reasonable assistance and cooperation which the City may require or request.
- 8.4 Title and Risk of Loss. Title and risk of loss of goods and Services shall not pass to the City until the City authorized personnel actually receives and accepts the goods or Services at the point of delivery; and such loss, injury or destruction shall not release the Contractor from any obligation hereunder. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming goods shall remain with the Contractor regardless of receipt.
- 8.5 Acceptance. All material and Services are subject to final inspection and acceptance by the City. Material or Services failing to conform to the specifications of this Contract shall be held at Contractor's risk and may be rejected by the City. If returned or rejected, all costs are the responsibility of the Contractor.
- 8.6 Force Majeure. Neither Party shall be in default by reason of any failure in performance of this Contract if such failure arises out of causes beyond their reasonable control and without the fault or negligence of said Party including, unforeseeable Acts of God; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions.

If either Party is delayed at any time in the progress of the Work by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make specific reference to this provision. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.

SECTION 9 REPRESENTATIONS/WARRANTIES

- 9.1 Warranties. Contractor warrants that all goods and Services provided under this Contract shall fully conform to the specifications of this Contract and all representations of the Contractor and shall be fit for all purposes and uses required by the Contract.
- 9.2 Safety. Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of law, rules, and regulations. If applicable, Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post signs warning against known or unusual hazards.
- 9.3 Responsibility for Errors. Contractor shall be responsible for its work and results under this Contract. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's Project Manager regarding any Services rendered under this Contract at no additional cost to the City. If an error or omission attributable to Contractor occurs, Contractor shall, at no cost to the City, provide all necessary design drawings, estimates and other professional services necessary to rectify and correct the matter to the sole satisfaction of the City.
- 9.4 Noncompliance with Section 9 is a material breach of Contract. Section 9 shall survive the termination or expiration of this Contract.

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SECTION 10 CONTRACTOR REPRESENTATIONS

- 10.1 Compliance with Law. Contractor, its employees and subcontractors shall provide all Services under this Contract in compliance with all applicable laws, rules, regulations, building codes, life safety codes, and other standards and criteria designated by the City.
- 10.2 Non-Discrimination. Contractor shall not discriminate against any person on the basis of race, color, religion, age, gender, or national origin in the performance of this Contract, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354 as amended; the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989 and Arizona Executive Order 2009-09 as amended, in performing this Contract and to permit the City to verify such compliance.
- 10.3 E-Verify. Pursuant to the provisions of the Federal Immigration and Nationalization Act and A.R.S. § 41-4401, as amended, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with all federal immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. § 23-214. The City may request verification of compliance from Contractor and any of its subcontractors under this Contract. The City reserves the right to confirm compliance. Should the City suspect or find that the Contractor or any of its subcontractors are not in compliance, the City may pursue any and all remedies allowed by law, including, but not limited to suspension of Services, termination of the Contract for breach or default, and suspension and/or debarment of the Contractor. All costs necessary for compliance shall be solely borne by the Contractor.
- 10.4 Evidence of Lawful Presence in the United States. In accordance with A.R.S. §§ 1-501, 1-502, as amended, and as a condition of entering into this Contract, a natural person shall execute an affidavit, and present one of the identification documents identified by statute, verifying their lawful presence in the U.S. Failure to execute this affidavit upon submittal of the Contract documents shall be considered nonresponsive and shall result in rejection of the submitted response and automatic cancellation of this Contract. Companies, corporations, and limited partnerships (anyone other than an individual) are not required to complete and submit this form prior to receiving public benefit.
- 10.5 Liens. Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or its subcontractors in terms of the performance of the Services required under this Contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied before the City will make final payment.
- 10.6 Notice of Action/Suit. Contractor shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this Contract and/or which may affect the Contractor's performance under this Contract.
- 10.7 Advertising. Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the City Manager.
- 10.8 City Logos/Marks. Contractor shall not use any trade name, trademark, service mark, or logo of the City (or any name, mark or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.

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- 10.9 Public Records. Contractor acknowledges all Contract documents provided to the City may be subject to disclosure pursuant to Arizona Public Records laws.
- 10.10 Continuation of Services – Israel. Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract that it will not engage in a boycott of Israel, as that term is defines in A.R.S. § 35-393.
- 10.11 Compliance with HB 2488 Uyghurs; Forced Labor; Contracts; Prohibition. Stipulates that a public entity (including a city or town) may not enter into or renew a contract with a company for the acquisition or disposition of supplies, services, goods, information technology or construction unless the contract includes a written certification that the company does not currently, and agrees for the duration of the contract that it will not, use:
- The forced labor of ethnic Uyghurs in the People’s Republic of China;
 - Any services or goods produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
 - Any suppliers, contractors or subcontractors that use the forced labor or any services or goods produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

Requires a company, within 5 business days after becoming aware of noncompliance, to notify the public entity that the company is not in compliance with the written certification during the term of the contract.

The bill stipulates that the contract terminates if the company does not provide the public entity with a written certification that the company has remedied the noncompliance within 180 days after notifying the public entity of the noncompliance. Specifies that if the contract termination date occurs before the end of the remedy period, the contract terminates on the contract termination date. The provisions do not apply to a contract entered before the general effective date.

SECTION 11 RIGHTS/REMEDIES

- 11.1 Right of Assurance. Whenever one Party to this Contract in good faith has reason to question the other Party’s intent or ability to perform, that Party questioning performance may demand that the other Party give a written assurance of this intent to perform. If a demand is made and no written assurance is given within five (5) days, the demanding Party may treat this failure as an anticipatory repudiation of the Contract.
- 11.2 Stop Work Order. The City may, at any time by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the Contractor. The order shall be specifically identified as a Stop Work Order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 11.3 Non-Exclusive Remedies. The rights and remedies of the city under this Contract are non-exclusive.

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- 11.4 Right of Offset. The City shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the City, or damages assessed by the City concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Standard Terms and Conditions.
- 11.5 Strict Performance. Failure of either Party to insist upon the strict performance of any item or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of goods or Services, obligations imposed by this Contract or by law shall not be deemed a waiver of any right of either Party to insist upon the strict performance of the Contract.

SECTION 12 GENERAL PROVISIONS

- 12.1 Modification. No supplement, modification, or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the Parties with authority to do so.
- 12.2 Delegation and Assignment. No Party may delegate, assign, sublet or transfer any of its rights, or performance under this Contract, except with the prior written consent of the other Party which shall not be unreasonably withheld. Any purported assignment or delegation in violation of this Section is void.
- 12.3 Third Party Beneficiary. Nothing under this Contract shall be construed to give any rights or benefits in this Contract to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of City and the Contractor, and not for the benefit of any other Party.
- 12.4 Disputes, Governing Law, Attorney Fees. This Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of Arizona, without regard to choice of law or conflicts of laws principles thereof. Any action arising out of this Contract shall be commenced and maintained in Maricopa County Superior Court, Arizona. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the U.S. District Court located in Phoenix, Maricopa County, Arizona. The prevailing Party shall be reimbursed by the other Party for all attorney fees and all costs and expenses, including but not limited to all service of process, filing fees, court and court report costs, investigative costs, and expert witness fees which are incurred in any legal proceeding whatsoever arising out of this Contract, including bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing.
- 12.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.
- 12.6 Entire Agreement. This Contract constitutes the entire agreement of the Parties and supersedes all previous representations, written or oral, with the respect to the subject matter, goods and Services specified herein. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded by this Contract. This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the drafting Party. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.

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- 12.7 Severability. If any provision in this Contract or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- 12.8 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the following order:
- Special Terms and Conditions
 - Standard Terms and Conditions;
 - Statement or Scope of Work;
 - Solicitation, Instructions to Offerors (including other documents referenced or included);
 - Contractor's Offer;
 - Fee Schedule/Price Sheet; and
 - Attachments, Addendums and Exhibits.
- 12.9 Independent Contractor. Each Party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee, agent, subcontractor or subcontractor of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
- 12.10 Ambiguities Not Held Against Drafter. This Contract having been freely and voluntarily negotiated by all Parties and the rule of contract construction that ambiguities, if any, in any term or condition of an agreement are held against the drafter of the agreement is not applicable to this Contract.
- 12.11 Waiver. The delay or failure of either Party at any time to require performance of compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Contract shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence of event shall not be deemed a waiver of any right or remedy in respect to any occurrence or event, nor shall any waiver constitute a continuing waiver.
- 12.12 Survival. The Parties agree that each Party shall remain obligated to the other Party under all provisions of this Contract that expressly or by their nature extend beyond and survive the expiration or termination of this Contract. This includes by way of example, but not limitation, the provisions addressing insurance, indemnification, warranties, damage, Information Technology Nondisclosure, and audit provisions.
- 12.13 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence. Contractor is providing Services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- 12.14 Non-Exclusive Contract. Any subsequent Contract resulting from the solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City. Contractor acknowledges that the City may enter into agreements with other contractors to obtain the same or similar services that are the subject of this Contract or may have its own employees perform services similar to those services contemplated by the Contract.

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- 12.15 Audit of Records. Contractor, and its subcontractors that perform any work under this Contract, shall retain all books, accounts, reports, files and any and all other records relating to the Contract for six (6) years after completion of the Contract and upon written request, shall make such records available to the City for review, inspection, and audit. Contractor shall deliver all records, at no cost to the City, to the Goodyear City Hall, 1900 N Civic Square, Goodyear, Arizona 85395, or to such other City facility within the City as designated by the City. If approved by City Attorney in writing, photographs, microphotographs, or other authentic reproductions may be maintained instead of original Contract Documents.
- 12.16 Audit/Billing and Expenses. The City reserves the right to request supporting documentation for all hourly amounts or reimbursable expenses charged to the City. Such records will be subject to audit at any time during the term of this Contract and for a period not to exceed two (2) years after any amount is billed. Within thirty (30) days of receiving a request, Contractor will furnish to the City original invoices and payroll records to support all charges. The City reserves the right to audit all supporting evidence necessary to substantiate charges related to this Contract, both direct and indirect costs, including overhead allocations if they apply to hourly costs associated with this Contract. If requested by the City, Contractor will provide supporting records electronically in addition to a hard copy. If the audit reveals overcharge, the Contractor will reimburse the City upon demand for the amount of such overcharges plus interest thereon from the date paid by the City through the date of reimbursement. If the overcharges exceed 5% of Contractor's compensation, Contractor shall also reimburse the City for the cost of the audit. Contractor shall include this subsection in all contracts with subcontracts providing materials/Services for this Contract.
- 12.17 Cooperative Statement. This Contract shall be for the use of the City. In addition, political subdivisions, nonprofit organizations and public health institutions may in its discretion, may participate (piggyback) at on this Contract if the Contractor agrees to do so.
- 12.18 Headings/Captions. Headings and captions appearing in this Contract have been inserted for convenience of reference only and in no way define, limit, or enlarge the scope or meaning of this Contract or any provision hereof.
- 12.19 Conflict of Interest. This Contract is subject to cancellation by the City, without penalty or further obligations, pursuant to the provisions of A.R.S. § 38-511, as amended.
- 12.20 Notices. Unless otherwise provided herein, demands under this Contract will be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally delivered to the Party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified postage prepaid and properly addressed as follows:

To Contractor:
Name/Title
Business Name:
Address:
City/State/Zip
Phone/Email:

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To City:
Chi Herrington, Total Rewards Manager
Human Resources Department
1900 N. Civic Square
Goodyear, AZ 85395

Copy to:
City Attorney
City of Goodyear
1900 N. Civic Square
Goodyear, AZ 85395

- 12.21 Modification or Waiver. Any changes, alterations, or modifications to this Contract, including agreed upon interpretation of meaning and other mutually agreed upon conditions provided for in this Contract, shall be made by written instrument executed by all Parties and adopted in the manner by which this Contract was adopted.
- 12.22 Counterparts. This Contract may be executed by the Parties in any number of separate counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall together constitute one original document. All signatures need not be on the same counterpart.
- 12.23 Authorization. Each Party warrants and represents that it has full power and authority to enter into and perform this Contract and the person signing on behalf of each Party has been properly authorized and empowered to enter this Contract. Each Party further acknowledges it has read this Contract, understands it, and agrees to be bound by it.
- 12.24 Electronic Signature. The signatures on this Contract may be an original signature, or an original signature that has been replicated by photocopy, electronic or other digital means or fax.

END OF STANDARD TERMS AND CONDITIONS

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SECTION 1 TERM OF CONTRACT.

1. The initial term of this contract shall be three (3) years from the date of award, with the option to renew for two (2) additional one-year periods, upon mutual written consent of the parties to the contract. The City has no obligation to extend or renew this contract, and any decision to do so is at the sole discretion of the City.

SECTION 2 CERTIFICATES OF INSURANCE. Prior to commencing services under this contract, Contractors shall obtain and maintain in full force and effect during the life of this Contract, and any warranty period, all of the following minimum scope of insurance coverages with an insurance company duly licensed by the State of Arizona with a current A.M. Best Company, Inc rating of not less than A- or above and a category rating of not less than “VIII” with policies and forms satisfactory to the City. Use of alternative insurers requires prior written approval from City. Such certificates shall be sent directly to the Office of Procurement, City of Goodyear, 1900 N. Civic Square, Goodyear, AZ 85395.

- 2.1 Minimum Scope and Limits of Insurance. Contractors shall obtain and maintain in full force and effect during the life of this Contract, and any warranty period, all of the following minimum scope of insurance coverages with an insurance company duly licensed by the State of Arizona with a current A.M. Best Company, Inc rating of not less than A- or above and a category rating of not less than “VIII” with policies and forms satisfactory to the City. Use of alternative insurers requires prior written approval from City.
- 2.2 Commercial General Liability. Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall include coverage for premises-operations, products-completed operations, contractual liability, bodily injury, and property damage, but shall not be limited to the liability assumed under the indemnification provisions of this Contract. Coverage shall be at least as broad as Insurance Service Office policy form CG 00 01 07 98 or any replacement thereof and shall be an occurrence-based policy. The Certificate of Insurance for the Commercial General Liability insurance policy shall expressly cover the indemnification obligations required by this Contract. These limits may be met through a combination of primary and excess liability coverage.
- 2.3 Automobile Liability. Commercial and Business Automobile Liability insurance for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than \$1,000,000, combined single limits, per occurrence for bodily injury and property damage. Coverage shall be at least as broad as coverage Code 1 “any auto” under Insurance Service Office policy form CA 00 01 10 01 or any replacement thereof.
- 2.4 Workers’ Compensation. Workers’ Compensation as required by State and federal law statutes having jurisdiction over its employees engaged in the performance of any Services herein. Contractor agrees to waive, and to obtain endorsements from its workers’ compensation insurer waiving subrogation rights under its workers’ compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers’ compensation insurance policies.
- 2.5 Umbrella/Excess Liability. Contractor and Subcontractor shall maintain Umbrella and Excess Liability insurance with a limit of not less than \$2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that “follows form” and applies in excess of the Commercial General Liability, Automobile Liability, and Employer’s Liability, as required above. Primary per occurrence coverage may be used to fulfill this requirement.

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- 2.6 Professional Liability (“E&O”). E&O liability insurance with policy limits of not less than \$1,000,000 each claim and \$2,000,000 annual aggregate limit. Contractor shall obtain and maintain, such E&O liability insurance during the life of this Contract and for three years after completion of the work hereunder.
- 2.7 Medical Malpractice. Each physician and nurse practitioner shall obtain and keep in force a policy of professional liability (malpractice) insurance with a minimum cover of \$3,000,000 for each incident and \$5,000,000 annually for the aggregate of all claims and workers' compensation insurance in such amounts as required under applicable state laws covering staff providing service at the Clinic. Clinic staff should provide certificates evidencing any insurance coverage required. In the event of failure to obtain new or substitute insurance consistent with the requirements, City may terminate Contract for cause as of the cancellation date of such prior insurance.

The Contractor shall collect all Medical Malpractice and/or Healthcare Professional Liability Certificates of Insurance for all medical professionals who will provide services.

- 2.8. Professional Liability (“E &O”). E&O liability insurance with policy limits of not less than \$1,000,000 each claim and \$2,000,000 annual aggregate limit. Contractor shall obtain and maintain, such E&O liability insurance during the life of this Contract and for three years after completion of the work hereunder.
- 2.9 Notice of Cancellation. Each certificate for each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage by endorsement to limits lower than those required by this Contract, except after prior written consent from the City. Notice will be sent as required herein.
- 2.10 Additional Insureds. The Commercial General Liability and Business Automobile Liability policies shall contain or be endorsed to contain the following provision: “The City of Goodyear and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of, or related to, activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor.”
- 2.11 Primacy of Coverage. Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurer’s liability. Contractor’s policy shall be primary and non-contributory.
- 2.12 Certificates of Insurance/Endorsements. Contractor shall provide the City certificates of insurance as required by this Contract and as described above in a form and content approved by City, prior to performing any services under this Contract. The insurance certificates shall be attached hereto and incorporated hereby by this reference.
- a. Endorsements. Contractor shall provide City with additional insured endorsements as required by this Contract and as described above. The additional insured endorsement must have either the policy number to which it applies on the endorsement or the declaration page identifying coverage along with the forms page showing the endorsement coverage, prior to performing any services under this Contract. The endorsement shall be attached hereto and incorporated by reference.
- 2.13 No Representation of Coverage Adequacy. The insurance requirements herein are *minimum requirements*. The City in no way warrants that the minimum requirements are sufficient to protect Contractor from liabilities that might arise out of the performance of the Work under this Contract by Contractor, and the Contractor is free

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to purchase additional insurance. Any insurance coverage carried by the City or its employees is excess coverage and not contributory coverage to that provided by the Contractor. The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnification obligations under this Contract.

2.14 Non-Waiver. The City reserves the right to review any and all insurance policies and/or an endorsement required by this Contract but has no obligation to do so. Failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver of its obligation to always maintain the required insurance during the performance of this Contract. Any failure of Contractor to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, agents, employees and volunteers.

2.15 Other Contractors or Vendors. Contractor shall ensure its subcontractors and any vendors that may be contracted with in connection with the Contract procure and maintain insurance coverage as is appropriate for their particular contract and properly endorse the City as required by this Section.

SECTION 3 EVALUATION CRITERIA

POINTS 1000

A committee will evaluate and rank the offers, based on the following criteria:

- | | |
|--|------------|
| 1. Firm's Similar Experience and Expertise | 250 Points |
| 2. Staff Assignments and Experience | 250 Points |
| 3. Method of Approach /Compliance with RFP | 300 Points |
| 4. Price / Cost Consideration | 200 Points |

END OF SPECIAL TERMS AND CONDITIONS

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	Scope of Work	

I. INTRODUCTION

The City of Goodyear (“City”) is requesting offers from qualified firms through a Request for Proposals (RFP) for the administration of their health benefits effective July 1, 2027. This project includes the bidding of medical, dental, pharmacy benefit management, stop loss insurance, medical administrative services, employee assistance program (EAP), flexible spending account (FSA), health savings account (HSA), and voluntary/supplemental insurance.

The RFP will be a multi-stepped process and only those firms whose offers are determined to be most responsive and responsible will move to the next phase in the selection process.

The reasons for the proposal at this time are to support the following program goals:

- Ensure best in class, flexible vendor partnerships for long-term program success and efficiency.
- Enhance benefit plan offerings while managing future health care costs with the most competitive fixed costs.
- Provide seamless coordination with the City’s on-site Goodyear Wellness Center.

II. OBJECTIVE

The objective of this RFP is to select a firm or firms capable of delivering a fully integrated, high-quality healthcare administration solution. Respondents may submit proposals for any combination of services, including a single service, multiple services, or all services outlined in the RFP. The selected partner(s) must demonstrate strong customer service and account management across all proposed offerings, supported by a comprehensive, best-in-class product and service portfolio that enables a consolidated approach to benefits administration. The City reserves the right to award only a portion of an Offeror’s proposed services and to select another vendor or vendors for remaining components of the Scope of Work, as determined to be in the City’s best interest.

Firms must provide high-quality, cost-effective claims management, including industry-leading large-case and disease-management programs, and offer competitive administrative pricing supported by robust provider networks that deliver meaningful discounts. Additionally, the partner must supply clear, easy-to-use communication and educational tools that promote informed healthcare decision-making, along with detailed data reporting and real-time analytics capabilities.

Respondents must commit to performance guarantees that validate and ensure service levels, offer comprehensive wellness initiatives that promote member health and well-being, and demonstrate the ability to effectively coordinate services with the City’s on-site clinic.

III. BACKGROUND

Goodyear is a fast-growing, community-oriented city that prides itself on being a place where families and businesses can truly thrive. The city focuses on creating a high quality of life through safe neighborhoods, strong public services, thoughtful development, and a vibrant sense of community. Its long-term vision emphasizes economic opportunity, memorable places, and a connected, welcoming environment that supports residents and employers alike.

Inside the organization, Goodyear has built a culture centered on “The Whole Employee”. Employees are encouraged to share ideas, grow professionally, and take pride in meaningful public service. The people-first culture fuels the city’s ability to deliver outstanding performance and exceptional customer service, reinforcing its reputation as a Valley leader committed to excellence.

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	Scope of Work	

IV. TRANSITION PLAN REQUIREMENT

A detailed transition plan shall be provided. This plan shall include all key milestone dates, steps necessary for a successful, smooth transition and the accountable assigned staff to accomplish the transition.

Transitions. During commencement of the Contract Contractor shall attend transition meeting with the outgoing provider(s) as requested by the City to coordinate efforts, ease the transition, and minimize disruption within the City's operations. The City may elect to have outgoing providers complete some or all of their work in progress to help ensure the safest, most reliable, and most efficient transition possible, even if that scope is covered under the contract with the new provider. Conversely, the City anticipates having a continued need for the same Services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) provider and the City to ensure a smooth and complete transfer. The City's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the income provider. During the outgoing transition, the City may elect to have the outgoing Contractor complete some or all of their work in progress to help ensure the safest, most reliable, and most efficient transition possible.

V. CURRENT PLAN ADMINISTRATORS

- A. City current plan administrator for the medical, dental and pharmacy benefits, including EAP and FSA programs, tele-health/ "Cigna MD Live" is Cigna. City is the Plan Sponsor for self-insured medical and dental plans that are currently provided by Cigna.

The City currently offers the following Service categories as described below.

1. Medical Insurance.
 - a. City is the Plan Sponsor for self-insured medical and dental plans that are currently provided by Cigna.
 - b. City provides healthcare benefits to approximately 900 of its 1,000 benefit-eligible employees, along with an additional 30 retirees. In total, the current medical plan supports 2,345 members.
 - c. The City currently offers three health plans: (1) Open Access Plus in Network (OAPIN)/HMO (2) High-Deductible Health Plan ("HDHP") or, (3) Open Access Plus/Preferred Provider Organization (OAP)/PPO. The health plans and pharmacy benefit coverage is administered through Cigna while utilizing the Cigna network of providers and Cigna Pharmacy Network.
 - d. Cigna provides pharmacy rebate checks to the City.
 - e. Rebate credits are provided to medical administration fees also

2. Current Medical Rates/Employee Contributions:

Monthly Rates	Fully Insured Equivalents		
	HMO	HDHP	PPO
Employee ("EE") Only	\$68.60	\$59.20	\$70.38
EE/Spouse ("SP")	\$392.80	\$322.44	\$379.50

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EE/ Child (“CH”)	\$276.54	\$270.90	\$341.58
EE/Family	\$490.96	\$468.62	\$550.14

3. Dental Insurance
 - a. The City is seeking dental proposals from qualified dental insurance carriers-
 - b. City provides dental benefits to approximately 914 of its 1,000 benefit eligible employees. In total, the current dental plan supports 2,461 members.
 - Dental HMO – Subscribers – 98, Dependents – 279
 - Dental PPO – Subscribers – 445, Dependents – 1309

4. **Current Rates/Employee Contributions:**

Monthly Rates	Benefit	
	HMO	PPO
EE Only	No Cost	\$2.22
EE+ SP		\$25.88
EE+CH		\$37.22
EE/Family		\$49.06

- B. Health Savings Account Administrator: HSA Bank administers the HSA.
- C. Employee Assistance Program (EAP). The City employees and household members are eligible for (6) free counseling sessions (per presenting issue) and (12) free counseling sessions for public safety personnel, plus an additional (24) employer-paid visits under AZ Statute HB2502: Public Safety Traumatic Event Counseling.
The admin fees for EAP are:
 - Non-public safety (5 visits)-\$3.14 PEPM
 - Public Safety Program (12 visits)-\$3.81 PEPM
- D. The current Wellness Fund is \$75,000 per plan year, provided by Cigna.
- E. Flexible Spending Accounts (medical, limited, and dependent) are administered by Cigna.
- F. Voluntary Insurance: AFLAC is the current plan administrator for voluntary insurance AFLAC offers Accident Insurance, Hospital Insurance, and Cancer Care Insurance. There is no standard rates. Rates are dependent on the individual’s enrollment/demographics.

END OF SCOPE OF WORK

	City of Goodyear	Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: (623)882-7845
	Fee Schedule Instructions	

Instructions: The Administrative Pricing tabs 1 and 2 are provided for informational purposes only. Offerors must complete the attached Excel spreadsheet(s), including Fee Schedule Workbook tabs 3 through 10, as applicable to the Service Categories for which they are submitting a proposal. All required tabs must be fully completed and submitted as part of the Offeror's proposal in PDF format. Offerors are responsible for providing accurate, appropriate, and complete pricing for all services included in their proposal.

The Administrative Fees Schedule Workbook sections include:

1. Current Rates Medical (Information only.)
2. Current Rates Voluntary (Information only.)
3. Medical Administration
 - Additional Programs
 - Network Access
 - Case Management/UR
 - HSA Administration
 - Telehealth
 - Wellness Credits
4. Stop Loss
5. Flexible Spending Accounts
 - Limited Purpose F Savings Account (LPFSA)
 - Dependent Care Savings Account (DCSA)
 - Health Savings Account (HSA)
6. Dental HMO
7. EAP
8. Voluntary- Hospital Insurance, Accident, Cancer

For the purposes of determining the lowest cost, the City will not take tax into consideration.

However, Offerors shall include all applicable state and local taxes on the tax line provided. The City will pay all applicable taxes.

Requirements: Policy anniversary and rate changes (if any) occur July 1 of each year.

The City requires any carrier/Third Party Administrator ("TPA") services contract to contain specific provisions for the payment of any claim run-out (claims incurred during the contract year but submitted after termination of the contract). The offeror agrees to pay run-out claims for up to 12 months after the end of the contract and identify any fees associated with this service.

- The effective date for these programs will be July 1, 2027. The contract cannot be cancelled by your organization except in the case of nonpayment of fees or premium.
- Fee and rate structures must be guaranteed for three (3) years (any scheduled increases in fees during these three (3) years must be identified during the proposal process).
- Fees and rates are to be quoted with full disclosure of any remuneration such as overrides, rebates, placement fees, etc.
- Fees are to be quoted net of commissions on all products and services.

After the rate guarantee has expired, any changes in rates, fees and/or plan design must be provided by January 1 for an effective date of the following July 1.

If acquisition occurs, the new vendor must allow new employees to join the City's plans without loss of coverage or waiting periods. The written proposal plus any subsequent offers or representations made during the Best and Final process will be considered binding commitments by your organization and will be included in the contract with City. All rates quoted rates are unconditionally firm as of the effective date of July 1, 2027.

	City of Goodyear	Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: (623)882-7845
	Offer and Acceptance CONTRACT NO. 27-0040	

DESCRIPTION OF SERVICES: Employee Benefits, Insurance & Pharmacy Benefit Management

OFFER

To the City of Goodyear: The undersigned Contractor hereby offers and agrees to furnish the Services and/or material(s) in compliance with this Contract, as the term Contract is defined in this document.

By signing and submitting this Offer, Contractor certifies and warrants that Contractor: has read, understands and agrees to comply with the Contract as defined here; has no known, undisclosed conflict of interest; has not made an offer of any gift(s), payment(s) or other consideration to any City employee, elected official who has or may have had a role in the procurement process for this Contract. Pursuant to A.R.S. § 41-4401, Contractor and its subcontractors will comply with all immigration laws and regulations that relate to its employees and A.R.S. § 23-214; and the signatory is an officer or duly authorized agent of the Contractor with full power and authority to submit binding offers for the goods and/or services as specified herein.

Arizona Transaction (Sales):

Arizona Contractor License Number: NA

Privilege Tax License #

City of Goodyear Business Registration No.:

For clarification of this offer contact:

Name:

Telephone:

E-Mail Address:

Company Name

Sign:

Authorized Signature for Offer

Address

Printed Name

City

State

Zip Code

Title

Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Goodyear Use Only)

Contractor's Offer is hereby accepted and a Contract awarded by the City. Contractor is now bound to provide the materials and/or services as specified in Scope of Work of this Contract. Contractor shall not start any billable work or provide any material/services until the Contractor receives an executed purchase order or written notice to proceed.

City Manager, City of Goodyear (if applicable)

Attested by:

City Clerk

City Seal

City of Goodyear, Arizona.

Eff. Date: _____

Procurement Manager

Approved as to form:

City Attorney

	City of Goodyear	Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: (623)882-7845
	Attachment A Submittal Requirements	

1. COVER LETTER

PART 1. Cover letter shall include the following background information regarding the Offeror's organization, including, but not limited to:

- a) Primary contact information including name, title, email, phone, and mailing address. The person identified will be authorized to receive notices from the City.
- b) Length of time your firm has been in business
- c) Total number of US clients
- d) Number of clients in Arizona.
- e) Net Promoter Score, customer satisfaction rating, and/or accolades
- f) List any potential conflict of interests
- g) List any exceptions to any part of the City's Terms and Conditions. Exceptions must be clearly noted and identified on a separate page.
- h) Signed Offer and Acceptance (see page 27)

PART 2. Service Checklist: Mark ☒ only the Service Categories for which you are qualified, an Offer is being submitted, and consideration for contract award is requested.

- ☐6a) Medical Management: (Must include all subcategories.)
- ☐6b) Medical Claims Administration
- ☐6c) Stop Loss
- ☐6d) Pharmacy Benefit Management "PBM" Services
- ☐6e) Flexible Spending Account "FSA" Administration/ Health Savings Account "HSA"
- ☐6f) Dental Insurance
- ☐6g) EAP Services
- ☐6h) Voluntary Insurance

2. FIRM'S SIMILAR EXPERIENCE AND EXPERTISE

- a) Describe the organizational structure of the company and provide the following information:
 - Mission statement
 - The total number of current full-time W-2 employees
 - Firm philosophy
- b) Provide details regarding Offeror's past experience in delivering services outlined in this solicitation. Public sector experience is preferred.
- c) Describe the firm's specific areas of expertise and additional services/products offered.

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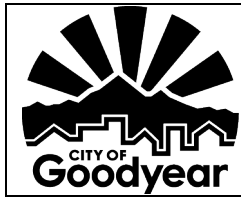
- d) Identify and describe the firm's experience with three (3) similar projects within the last seven (7) years. Provide the client's contact name, and current contact information, including phone numbers, email address, and client size.
- e) Provide a list and explanation for any contract that was not renewed, cancelled or revoked within the past three (3) years. Include contact names and phone numbers.
- f) Describe any and all pending litigation involving the Offeror and the resolution of any and all litigation during the past five (5) years.
- g) The Offeror shall disclose any professional or personal interests which could be considered a conflict of interest in representing the City. The Consultant shall further disclose arrangements to derive additional compensation (formal or informal) that the firm or any of its individuals has with similar or related organizations.

3. STAFF ASSIGNMENTS AND EXPERIENCE

- a) Headquarters, local offices in proximity to the Greater Phoenix area, and assigned staff location of operation.
- b) Please detail the firm's current ownership and historically for the past ten (10) years.
- c) Identify the lead consultant and support team for the project. Resumes for each key team member shall be limited to a maximum length of two (2) pages for each team member.
- d) List examples of similar projects of which the key personnel were directly involved. Include brief scope, date of services and staff involvement. Public sector experience preferred.

4. METHOD OF APPROACH (OPERATIONS, PERFORMANCE, REPORTING & IMPLEMENTATION PLAN)

- a) How does the company, and the products/services it offers, distinguish itself from competitors?
- b) Describe the company's business model including how the organization approaches issues such as full disclosure and transparency in pricing.
- c) Describe the company's plan options and size of provider networks (nationwide, regional, and local).
- d) Implementation Plan and Communication Materials – The Implementation Plan shall demonstrate the Vendor's ability to meet the designated milestones in order to have a successful launch of all programs effective July 01, 2027. Describe the implementation plan to include the following areas:
 1. Employer onboarding plan and timeline of events
 2. Employee communication plan
 3. Virtual or on-site benefits fair, and/or open enrollment sessions with employees
 4. Plan documents, information guides, promotional materials, etc.
 5. Critical milestones

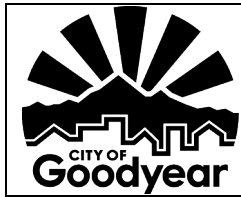


City of Goodyear

Attachment A Submittal Requirements

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- e) Transition Plan-Provide a Transition Plan to address the following areas:
1. Determine the minimum amount of implementation lead-time needed in order to initiate the proposed service.
 2. List any transition issues the City should consider with when moving services from an existing vendor to the proposed services.
- f) **Account Management:**
1. Does the firm provide a dedicated employer representative to support Human Resources staff in administering the benefit or plan?
 2. Please provide the background/experience for the account manager assigned to the City of Goodyear account and anyone else who will service the account.
 - o Years with the organization
 - o Years as an account manager
 - o Positions held within the organization
 - o Years within the medical benefits industry
 - o Location
 - o How many clients will this account manager support and what is the average size of these accounts?
 3. Describe the frequency for account management meetings and the process used to conduct annual performance reviews for City of Goodyear.
 4. Describe the billing process. Indicate whether there is online access for billing?
 5. Explain how service performance for employers is evaluated?
 6. Describe the internal audit procedures used to ensure efficient and accurate claims payments.
 7. Identify the quality standards in place for employees and systems? Please describe how they are measured.
 8. Provide details regarding the performance guarantees offered to the City of Goodyear.
- g) **Member Customer Service:**
1. Explain how service provided to employees and claimants is evaluated?
 2. Is the call center serviced by company employees or contractors?
 3. Provide the percentage of calls answered by a human representative.
 4. What are the hours of operation for member services? How are after-hours calls handled?
 5. Describe the ability to track and measure patient/participant-specific calls and issues, and indicate whether calls are recorded for quality control purposes.
 6. Describe the process for handling call center and customer-service complaints and grievances.
 7. Indicate whether concierge or advocacy services are offered.
- h) **Technology, Data, Reporting, and Records:**
1. Indicate whether a website and mobile application are available for members.
 2. Describe mobile capabilities available to members (including a list of available functions/features).
 3. State whether the website or mobile applications integrate data with other benefits in which a member may be enrolled (e.g., FSA, HSA, HRA, etc.).
 4. Describe how enrollment data is received by the firm (e.g. 834 EDI, import file via an Excel or csv file, your firm's portal, etc.).



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5. State whether system can integrate with other third-party vendors, and provide examples of applications or systems that have been successfully integrated.
6. What standard reports will be provided to City of Goodyear?
 - State the frequency of report delivery to the City of Goodyear.
 - Indicate whether electronic access to these reports is available.
 - Indicate whether these reports be downloaded into Excel?
7. Describe your cybersecurity program.
 - Describe the disaster - recovery and business continuity plan.
 - Indicate whether any independent security certifications are maintained
 - If you have experienced data breaches within the last 5 years, describe the breach and the resolution.

5. PRICE/ COST CONSIDERATION (in conjunction with the FEE SCHEDULE WORKBOOK)

- a) Provide a breakdown of cost for core services
- b) Provide costs for other services offered
- c) Identify any bundling services discounts available
- d) List implementation or integration fees and/or credits
- e) State any rate guarantees
- f) State any performance guarantees

6. ADDITIONAL INFORMATION FOR SPECIFIC SERVICE CATEGORIES:

6a) OFFERORS FOR MEDICAL INSURANCE

1. Provide a concise overview of pre-certification, utilization review, large case management, and disease-management procedures, including key responsibilities for patients, providers, facilities, and your organization.
2. Identify available disease-management programs, covered conditions, service components, and any associated costs.
3. Highlight the care management programs and services included with membership (i.e. claims advocate, weight management, smoking cessation programs, mental health services, cancer support, pregnancy, etc.)
4. How are emerging health risks identified? What predictive analytics are available?
5. What specific strategies, programs, or resources can your firm provide to strengthen the City of Goodyear's wellbeing initiatives?
 - How is the success of wellness initiatives measured?
6. Describe how the effectiveness and ROI is measured for large case management, including your savings methodology.
 - Share examples of how clients are shown the way to use data to make strategic (benefit) decisions.
7. Summarize the types of large-claim and case-management reports available, including diagnosis/prognosis detail, sample reports, reporting frequency, online access, and predictive modeling features.
8. Confirm capabilities for medication-adherence messaging to patients and physicians, ER-utilization reporting, and identification of avoidable ER visits.
9. Explain how your staff collaborates with an on-site clinic to coordinate care and support best-practice strategies.



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10. Confirm whether you are able to work with outside vendors in the event the City elects to implement a “carve-out” arrangement.
11. Pharmacy or Stop Loss. What are fees associated if any ?
12. Please provide a **geo-access analysis** showing percentage-of-access and average driving distance/time to primary care physicians (PCPs), specialists, and hospitals based on the employee. (Attach this as a separate appendix.)
13. Provide details on whether the proposed network is proprietary or leased, and list any third-party or sub-networks utilized.
14. How is network access handled in a rural or out-of-network-heavy zip codes?

6b) OFFERORS FOR MEDICAL ADMINISTRATIVE SERVICES

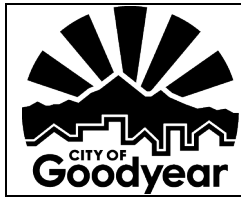
1. What administrative services are available (e.g. claims processing, eligibility management, customer service, care management, etc.)?
2. How is accurate claims processing ensured, and what measures are in place to prevent duplicate or erroneous payments?
3. What is the average claim turnaround time?
4. How are appeals and grievances handled? What service-level agreements are in place?
5. What administrative fees are charged, and how are they structured?
6. Is detailed reporting available on claim costs, large claimants, and cost drivers?
7. What fraud, waste, and abuse (“FWA”) detection programs are included?
8. Are there any potential interface fees or technical fees to be aware of ?

6c) OFFERORS FOR STOP LOSS COVERAGE

1. How are new-to-market therapies or claims with uncertain classification treated?
2. Are transplant networks or catastrophic case-management programs included?
3. How are large ongoing claimant situations handled?
4. What clinical management or case-management programs are included?
5. What measures exist to mitigate high-cost claim trends?
6. What run-in or run-out provisions are included?
7. Are laser practices used, and under what criteria?
8. Are no-new-lasers guarantees or renewal caps available?
9. Are aggregating specific deductibles available?
10. How are premiums and renewal rates determined?
11. What factors influence rate changes year-over-year?
12. Are multi-year rate guarantees or caps available?
13. Are any additional fees (administrative, reporting, commissions)?
14. How is coordination managed with the City’s TPA, ASO provider, or PBM?
15. What is the average reimbursement turnaround time?
16. What specific exclusions apply (e.g., experimental treatments, gene therapies, complex specialty drugs)?
17. Provide quotes for both specific and aggregate stop-loss levels.

6d) OFFERORS FOR PHARMACY BENEFITS

1. What drug formulary options are available and how frequently are they reviewed or updated?
2. What prior authorization, step therapy, or quantity-limit programs are standard?



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3. How are high-cost therapies (gene therapies, biosimilars, specialty injectables) managed?
4. Is pass-through pricing, spread pricing, or both offered?
5. Are guarantees provided for discounts, dispensing fees, admin fees, rebate guarantees, and specialty drug pricing?
6. How are “rebates” defined and what portion is returned to the plan?
7. What financial protections exist for specialty trend, catastrophic claims, or new-to-market therapies?
8. Describe the approach to optimizing utilization management without hindering member access.
9. How are mail-order and specialty pharmacy fulfillment managed?
10. How do members access real-time cost information and formulary details?
11. How is coordination conducted with the City’s medical and dental plans?
12. Are there any large chains excluded from the Network?
13. Does the standard formulary include coverage for GLP-1 receptor agonists (such as Ozempic, Mounjaro, Wegovy, and Zepbound)?
 - a) If covered, how is coverage differentiated between type 2 diabetes management and chronic weight management/obesity?
 - b) What utilization management rules apply (e.g., prior authorization, BMI minimums, step therapy with preferred lower-cost alternatives)?
 - c) Are members required to participate in companion lifestyle or nutritional counseling program to maintain GLP-1 coverage?

6e) OFFERORS FOR FSA/HSA ADMINISTRATION

1. What account types are administered (FSA, LPFSA, HSA, HRA, commuter, dependent care)?
2. How is compliance ensured with IRS regulations and annual limit changes?
3. Are claims auto-adjudicated using machine learning or rules-based engines?
4. How are grace periods, carryovers, and run-out rules handled?
5. Who serves as the HSA custodian or trustee?
6. What investment options are available for HSA participants?
 - a) What minimum balances are required for investing?
 - b) What fees apply to employees (maintenance, investment, account closure)?
 - c) Can employees transfer or roll over HSAs from prior administrators?
7. What tools are available to members (receipt upload, real-time balances, spending insights, card management)?
8. How quickly are card transactions authorized or denied?
9. Is a single debit card available for all account types?
10. How is the substantiation burden for members minimized?
11. What is the average claims turnaround time?
12. Are denied claims communicated clearly with next steps?
13. How is fraud prevention and unusual spending pattern monitoring conducted?
14. What administrative fees apply for each account type?
15. Are fees employer-paid, employee-paid, or shared?
16. For HSAs, what investment or maintenance fees apply?
17. Are rate guarantees offered?
18. Are setup, renewal, or termination fees assessed?
19. Describe the process for transferring funds from current accounts if the firm is selected.



City of Goodyear

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6f) OFFERORS FOR DENTAL INSURANCE

1. How is coordination of benefits handled with other dental or medical plans?
2. Can systems track and adjudicate combined or separate in-network and out-of-network medical/Rx deductibles and out-of-pocket maximums?
3. Are implants, clear aligners, or adult orthodontia covered, and what limitations apply?
4. Are annual maximums, deductibles, and waiting periods customizable?
5. Are value-added programs available (dental health coaching, cost-transparency tools)?
6. How are out-of-network claims calculated and paid (MAC, UCR, etc.)?
7. Provide a geo-access analysis showing percentage-of-access and average travel distance/time to PCPs, specialists, and hospitals. Attach as a separate appendix.
8. Provide details on whether the proposed network is proprietary or leased, including third-party or sub-networks utilized.
9. How is network access managed in rural or out-of-network-heavy ZIP codes?

6g) OFFERORS FOR EMPLOYEE ASSISTANCE PROGRAM (EAP)

1. Is the organization a standalone EAP or part of a medical carrier?
2. Describe the services and coverage provided by the call center.
 - a) What are the call center hours?
 - b) How are crisis calls handled after hours?
 - c) Is a 24/7 hotline or nurse line available?
3. Are capabilities in place to service employees and their dependents nationwide? Please describe those capabilities.
4. How are situations handled when there are no in-network psychologists are available in a given area?
5. What percentage of calls results in a face-to-face clinical session, and what percentage of therapy is conducted by phone?
6. Describe the case-management process when a member is referred outside the EAP.
 - a) Is the program integrated with a medical carrier? If not, will outreach be initiated to the primary physician and/or health plan?
7. Describe additional EAP services offered, such as seminars and training, online services, financial and legal support, communication materials, and any associated costs.
8. Describe crisis-intervention capabilities. Is an additional charge assessed for on-site intervention?
9. Provide a pricing and assessment referral model along with a short-term treatment model.

6h) OFFERORS FOR VOLUNTARY INSURANCE

1. What voluntary products are offered (accident, critical illness, hospital indemnity, supplemental life, disability, etc.)?
2. Are plans guaranteed-issue, and what underwriting requirements apply if not?
3. What benefit amounts and plan tiers are available?
4. Are wellness benefits included, and what services qualify?
5. Can plans be customized for the City's workforce needs?
6. Are minimum participation requirements applicable?
7. What is the average claims turnaround time?
8. Describe the claims submission process (online, app, phone).
9. Is claims coordination available with medical insurance carriers?
10. Is EDI support available for eligibility and payroll deduction updates?

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11. What online tools exist for members (app, digital EOBs, benefit summaries)?
12. Is single sign-on or integrated enrollment support available?
13. Are any value-add programs included? Provide details.

	City of Goodyear		Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: (623)882-7845
	Attachment B Firm's References		

The Offer shall include the following and should be presented in the order in which they appear. Failure to provide all of the required information may result in rejection of the proposal.

Please list a minimum of three (3) references from clients similar to the City of Goodyear whom the City may contact:

1.	Company:			
	Contact:		Phone:	
	Address:			
	Email:			
	Dates/Description of Work			
	Contract Value:			
2.	Company:			
	Contact:		Phone:	
	Address:			
	Email:			
	Dates/Description of Work			
	Contract Value:			
3.	Company:			
	Contact:		Phone:	
	Address:			
	Email:			
	Dates/Description of Work			
	Contract Value:			

Note: Use additional pages if necessary.

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	Attachment C NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT Procurement No. 27-0040	

This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this “Agreement”) is entered into as of _____, 2026, by and between the City of Goodyear, an Arizona municipal corporation (the “City”) and _____, a _____, and any person or entity acting on its behalf with respect to this Agreement (collectively, “Vendor”), in connection with the City’s procurement of group health insurance-self-insured medical plan(s) for the City of Goodyear, Arizona. The City and Vendor are referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

A. The City issued a Request for Proposals, RFP 27-0040 “Employee Benefits, Insurance & Pharmacy Benefit Management ” (the “RFP”), seeking proposals from vendors for health insurance – self-insured medical plan(s). Vendor is in the process of preparing its response to the RFP (the “Response”) and has requested the City provide Vendor with City specific confidential information, some of which may be considered protected personal health information under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

B. For the purpose of responding to the RFP, Vendor desires to have access to certain confidential information possessed by the City. As used herein, the term “Confidential Information” shall mean all non-public, confidential and/or proprietary information, which is designated “Confidential” or “Proprietary” at the time of disclosure, or if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure, now or at any time hereafter provided by the City to the Vendor, or any of the Vendor’s officers, employees, agents or representatives, in connection with the Vendor’s preparation of the Response and shall include, without limitation, any and all information relating to the City’s current and past medical plan(s), including claims information, employee specific data (including date of birth, gender and home zip code) and medical premium information prepared by or for the City.

C. To assist the Vendor in preparing its Response to the RFP, the City proposes to disclose the Confidential Information to the Vendor, but only in reliance upon Vendor’s agreement to treat all information contained in such documents or received through such disclosure as confidential, and to use the Confidential Information only for the purposes stated herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the promises of the Parties contained herein, the receipt of the Confidential Information, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Confidentiality. The Confidential Information will be used by the Vendor solely for the purpose of responding to the RFP. Without limiting the generality of the foregoing, the Confidential Information shall not be disclosed by or used by the Vendor (or by any of their present, former, or future

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	Attachment C NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT Procurement No. 27-0040	

employees, officers, directors, agents, representatives or any other person who gains access to the Confidential Information by virtue of the possession or use thereof by the Vendor) for any purpose inconsistent with this Agreement or the interests of the City, unless the City gives its prior written consent, in its sole and absolute discretion. Access to, disclosure of and copying of the Confidential Information by the Vendor shall be limited to that which is reasonably necessary to accomplish the purpose stated above. The Vendor's right to access and use the Confidential Information shall expire on the anniversary of the date of this Agreement, and the Vendor shall thereafter have no right to disclose or to use the Confidential Information for any purpose.

2. Misuse. Any use or disclosure of the Confidential Information, except as authorized in this Agreement, by the Vendor or by any of its present, former or future employees, officers, directors, agents, representatives or any other person who gains access to the Confidential Information by virtue of the possession or use thereof by Vendor pursuant to this Agreement, shall constitute misuse of such Confidential Information.

3. Permitted Disclosures. The Vendor shall keep all the Confidential Information confidential, and shall not disclose any of the Confidential Information to any person or entity, except disclosures:

- a. To regulatory officials having jurisdiction over the City in response to an order compelling such disclosure.
- b. To the Vendor's representatives (which shall include, without limitation, (i) the Vendor's and its affiliates' legal counsel (both in-house and outside) and auditors and (ii) other professional advisors to the Vendor or their affiliates) who need to know the Confidential Information for the purpose of responding to the RFP, it being expressly understood and agreed that such representatives shall be informed of the confidential nature of the Confidential Information, and shall be required by the Vendor, respectively, to treat the Confidential Information as confidential in accordance with the terms and conditions hereof.
- c. As otherwise required by law or legal process in the opinion of the City's legal counsel.
- d. As otherwise authorized by the City with respect to Confidential Information provided by the City, in writing, to the Vendor.

4. Required Disclosure. In the event that the Vendor or any of their representatives becomes, in the opinion of the Vendor's counsel, required by applicable law to disclose any of the Confidential Information, then the Vendor, except as otherwise required by law, will provide notice thereof to the City so that the City, at its sole option (but without obligation to do so), and at its sole expense, may attempt to seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

5. No Right or License to Information; No Warranty. Nothing in this Agreement shall be

	City of Goodyear	Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: (623)882-7845
	Attachment C NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT Procurement No. 27-0040	

construed as a grant of any rights or license, whether express or implied, in and/or to the Confidential Information. The City does not make any representations or warranties, express or implied, as to the accuracy or completeness of any information disclosed hereunder.

6. Return of Original and Copies. On or before the anniversary of the date of this Agreement, the Vendor shall deliver to the City all of the documents originally delivered by the City and all other documents, or summaries of Confidential Information no matter by whom prepared, containing some or all of the Confidential Information, together with all copies of any such documents or summaries then in the possession of Vendor or any of its present, former or future employees, officers, directors, agents, representatives or any other person who gained access to such documents or copies thereof by virtue of their possession or use. The originals and all copies of documents or summaries containing any of the Confidential Information shall be the property of the City whether created by the Parties or their representatives.

7. Injunction. Remedies at law for any violation of this Agreement are agreed to be inadequate. Injunctive relief is agreed to be an appropriate remedy for any such breach, in addition to any other remedy at law or equity.

8. No Other Parties to Benefit. This Agreement is made for the sole benefit of the Parties hereto and no other person or entity is intended to or shall have any rights or benefits hereunder. This Agreement may not be assigned except by written agreement signed by the Parties.

9. Governing Law. The laws of the State of Arizona shall govern the interpretation of this Agreement.

10. Severability; Integration. The inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement. Each person who signs this Agreement on behalf of a legal entity represents and warrants the he or she is authorized and empowered to do so, thereby binding the legal entity he or she represents. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no modification shall be effective unless in writing and signed by the Party to be charged.

11. Relationship of the Parties. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.

12. Attorneys' Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the

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commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (C) given to a recognized and reputable overnight delivery service, to the address set forth below or (D) delivered by facsimile transmission to the number set forth below:

If to the City:

City of Goodyear

1900 Civic Square Drive
Goodyear, Arizona 85395

Attn: Procurement Office
Attn: City Attorney

If to Vendor:

Attn: _____

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the Party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or

(D) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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	Attachment D Fee Schedule Workbook Procurement No. 27-0040	

(See attached Fee Schedule Workbook. Complete the Fee Workbook pages using the instructions and information on page 26. of the RFP.)



Attachment D Fee
Sched Workbook.xlsx

	City of Goodyear	Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: (623)882-7845
	Attachment E Summary Plan(s) Descriptions Procurement No. 27-0040	

(See attached Summary Plan Descriptions and Benefits Summaries.)



Attachment E
Summary Plan(s) Des

	City of Goodyear	Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: (623)882-7845
	Attachment F Summary of Benefits and Coverage(s) Procurement No. 27-0040	

(See attached Summary of Benefits and Coverage(s.)



Attachment F
Summary of Benefits

	City of Goodyear	Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: (623)882-7845
	Attachment G City of Goodyear Current Census Procurement No. 27-0040	

(See attached City of Goodyear Current Census.)



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	Attachment H Medical and Rx Experience Reports Procurement No. 27-0040	

(See attached Medical and Rx Experience Reports.)



Attachment H
Medical and Rx Expe

	City of Goodyear	Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: (623)882-7845
	Attachment I Medical Disruption File Procurement No. 27-0040	

(See attached Medical Disruption File.)



	City of Goodyear	Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: (623)882-7845
	Attachment J Medical Reprice File Procurement No. 27-0040	

(See attached Medical Reprice File.)



	City of Goodyear	Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: (623)882-7845
	Attachment K Rx Utilization and Disruption File Procurement No. 27-0040	

(See attached Rx Utilization and Disruption file.)



Attachment K Rx
Utilization and Disr

	City of Goodyear	Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: (623)882-7845
	Attachment L Dental Summary of Plan(s) Description and Summary of Benefits Procurement No. 27-0040	

(See attached Dental Summary of Plan(s) Description and Summary of Benefits.)



Attachment L
Dental SPD and BSs.

	City of Goodyear	Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: (623)882-7845
	Attachment M Dental Experience Report Procurement No. 27-0040	

(See attached Dental Experience Report.)



Attachment M
Dental Experience R

	City of Goodyear	Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: (623)882-7845
	Attachment N DHMO Utilization and Disruption Procurement No. 27-0040	

(See attached DHMO Utilization and Disruption Report.)



Attachment N
DHMO Utilization R

	City of Goodyear	Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: (623)882-7845
	Attachment O DPPO Disruption Report Procurement No. 27-0040	

(See attached DPPO Disruption Report.)



	City of Goodyear	Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: (623)882-7845
	Attachment P Manager's Guide to EAP Procurement No. 27-0040	

(See attached Manager's Guide to EAP.)



Attachment P
 Manager's Guide to

	City of Goodyear	Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: (623)882-7845
	Attachment Q EAP Brochure and Attachment Procurement No. 27-0040	

(See attached EAP Brochure and Attachment.)



Attachment Q EAP
Brochure and Attach

	City of Goodyear	Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: (623)882-7845
	Attachment R EAP Utilization Procurement No. 27-0040	

(See attached EAP Utilization Report July 2024- June 2025 and July 2025- June 2026.)



Attachment R EAP
Utilization (Jul24-Jun25)

	City of Goodyear	Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: (623)882-7845
	Attachment S Voluntary Insurance Information Packet Procurement No. 27-0040	

(See attached Voluntary Insurance Information Packet.)



Attachment S
Voluntary Insurance