01/08/2026

City of Columbia - CUSTOMER END USER LICENSE AGREEMENT

This Customer End User License Agreement is entered into on the later date in the signature block below (the "Effective Date") by and between Benefit Technology Resources, LLC dba iBTR ("iBTR"),and City of Columbia, with offices at 701 E. Broadway P.O. Box 6015, Columbia, MO, 65205 ("City", "City of Columbia" or "Customer"). iBTR and Customer may sometimes be referred to herein individually as a "Party" and collectively as the "Parties." The Parties agree as follows:

WHEREAS, iBTR provides access to an internet-based (web-based) benefits and enrollment services platform owned and licensed by PlanSource (the "Licensor"), including related products and services (the "Solution"); and

WHEREAS, Customer desires to access and utilize the Solution provided by iBTR, as provided by and with the assistance and guidance from Customer's insurance agent or broker ("Agent"), if applicable.

PlanSource™ and iBTR provides employers with access to an Internet-based information system to help them manage employee data and to administer and communicate employee benefits and company information through a Customer-specific Internet-based website.

1. **DEFINITIONS**.
The capitalized terms as used within this Agreement will have the meanings ascribed to them below.

a. **ACA Reporting Module**. A tool to assist Customers in complying with Affordable Care Act reporting requirements. Services can include managing employee eligibility, preparation, and filing of ACA forms 1094 and 1095.

b. **ACA Reporting Module Set Up Fee**. A One-time fee charged to Customer for iBTR to implement the ACA module.

c. **ACA Reporting Module Filing & Fulfillment Fees.** A Fulfillment and filing of the 1094 forms being completed through PlanSource™ are additional fees. These fees are directly billed by PlanSource™ and are a pass-thru cost. The fees vary based on the options chosen, number of forms and date of submission. Pricing and services are subject to change. PlanSource™ will release the final pricing closer to the filing deadline. iBTR will provide pricing for approval prior to proceeding.

d. **Agent.** Customer's insurance agent or broker.

e. **Agreement**. The document, incorporating the Recital provisions, the Proposal, all exhibits, attachments and thereto.

f. **Agreement Terms Sheet**. Attached hereto as Exhibit "1" and provides for certain terms of this Agreement and is fully incorporated in this Agreement as in fully set out herein.

g. **iBTR Client Service Team**. The iBTR division responsible for building Customer extranet site, documenting configuration elements, and serving Customer for any technical needs or issues regarding the Extranet site.

h. **Carrier.** Insurance policy provider.

i. **Carrier Connect Fees.** A fee charged to Customer upon iBTR's completion of connecting and/or setting up Customer integrations with one or more carriers. This is a one-time fee per carrier connection.

j. **Change Fee**. The fee charged by iBTR to Customer as described in Section 4.d. for changing certain information on the Extranet Site.

k. **Decision Support.** An employee enrollment support tool provided by iBTR to assist employees with plan.

l. **Employee(s)**. The current or former employees of Customer who are loaded on the Extranet Site, including current employees, retirees, and COBRA subscribers. Terminated Employees shall not be included unless PlanSource™ is involved in administering benefits for those Customer or their dependents after termination (e.g., COBRA or Retiree benefits).

m. **Extranet Site**. The customized web site developed by iBTR for Customer to manage and administer. employee data and employee benefit enrollment, updating and communications.

n. **Implementation Fee**. The one-time fee charged to Customer as described in Section 4.a.

o. **Live Date**. The date that the Extranet Site is scheduled to become available to Employees, to be agreed upon by the parties.

p. **Online Service Fee.** The base monthly fee per-Employee, per month ("PEPM") described in Section 4.b. below.

q. **Renewal Fee**. The annual fee charged to the Customer as described in Exhibit 2.

r. **Total Compensation Statements**. A tool within the benefits platform reflecting total compensation including benefits and salary for employees.

s. **User**. An employee or other individual entitled to access the Extranet Site.

t. **Vendor**. The insurance carrier, benefit plan, payroll service provider, or other party that offers a plan, service, or product to Employees which is an employee benefit described on the Extranet Site.

2. **iBTR DELIVERABLES**.

Commencing on the Effective Date hereof, iBTR will initiate the creation of an Extranet Site for Customer and will develop enrollment and eligibility connections to Carriers or Vendors. Customer and iBTR will work together to develop the Extranet Site and to include only those features and options required by Customer.

a. **Development of an Extranet Site.** The Extranet Site will provide Employees with the ability to compare the various benefit options available from Customer, select an appropriate option and enroll electronically in the desired benefit plan (if the Employee is eligible for the benefit). The Extranet Site may include hyperlinks to Customer's other proprietary web sites and/or those of its Vendors.

i. **Benefit Enrollment Feature.** The Extranet Site shall collect demographic and benefit election data for Employees and their dependents for various benefit plans.

ii. **Vendor Links.** The Extranet Site will have a hyperlink to the plan description, provider directory and other essential information about the scope and nature of the benefits from each Vendor; provided, however that the applicable Vendor has the system capability.

iii. **Benefit Comparisons.** A benefit comparison tool will be available to each Customer who desires to provide Employees with a side-by-side benefit comparison of applicable benefit plans.

iv. **Internal HR Communications.** The Extranet Site will have the capability of supporting and supplementing Customer's corporate communications, including those communications related to employee benefits.

b. **Vendor Transmission.** Upon the completion of the Extranet Site, PlanSource™ will transmit Employee enrollment and demographic data to Vendors.

c. **Customer Support.** Telephone and email support will be available for technical assistance from 8:00 a.m. to 5:00 p.m. (Eastern Time), Monday through Friday through your dedicated iBTR Service Analyst.

d. **Training.** Included in the Implementation Fee is Administrator User training on the use of the Extranet Site. The purpose of the training shall be to educate the Administrator Users on the employee experience and how to use the Extranet Site. The training session will occur in live webinar format and be recorded for later review. iBTR will also provide a customized training handbook for the Administrator and Employee Users.

e. **Warranty**

1. **Pass-Through Warranty.**

iBTR does not develop or own the Solution and makes no independent warranties regarding the Solution. Subject to Customer's compliance with this Agreement, iBTR shall pass through to Customer any warranties that the third-party owner or licensor of the Solution ("Licensor") makes available to end users under PlanSource's standard end-user license or support terms in effect on the Effective Date (the "Licensor Warranty"). iBTR will use commercially reasonable efforts to facilitate Customer's access to the Licensor Warranty and any associated remedies. No additional warranties are provided by iBTR beyond the Licensor Warranty.

2. **Warranty Claims; Procedure**.

(a) Notice. Customer must provide iBTR with written notice of any alleged breach of the Licensor Warranty within the warranty period specified by Licensor, with reasonable detail describing the issue.

(b) Routing and Cooperation. Upon receipt of a claim, iBTR will promptly route the claim to Licensor and reasonably cooperate with Customer and Licensor in the investigation and resolution of the claim. iBTR's obligation is limited to facilitation; Licensor remains solely responsible for performing warranty services and providing any applicable remedies.

(c) Remedies. Customer acknowledges that the sole and exclusive remedies for breach of the Licensor Warranty are those remedies set forth in Licensor's warranty terms (e.g., repair, replacement, update, or refund), and that iBTR has no obligation to provide any additional remedies.

3. **Exclusions.**

The pass-through Licensor Warranty (and any related remedies) does not apply to: (i) modifications, combinations, or use of the Solution not authorized by Licensor; (ii) use of the Solution contrary to documentation or system requirements; (iii) defects caused by Customer's hardware, network, or third-party systems; (iv) beta, evaluation, or no-charge versions; or (v) failures resulting from events beyond Licensor's or iBTR's reasonable control. Any additional exclusions stated in Licensor's warranty terms also apply.

4. **Disclaimers.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR THE PASS-THROUGH OF THE LICENSOR WARRANTY, IBTR EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. CUSTOMER'S RIGHTS AND REMEDIES WITH RESPECT TO THE SOLUTION ARE LIMITED TO THOSE PROVIDED BY LICENSOR UNDER THE LICENSOR WARRANTY.

3. CUSTOMER'S RESPONSIBILITIES.

a. **Information/Customization.** Customer shall assist iBTR in the customization of the Extranet Site, including, but not limited to, all the services offered by iBTR in their core package; providing the benefit plan description materials and information required to be furnished to Employees as part of the enrollment process under applicable law; identifying any agents or brokers responsible for placing the coverage with Customer; identifying the office locations and Users to whom the Extranet Site will be made available; and approving all content for the Extranet Site content. Customer shall ensure that all written benefit plan materials are accurate and in compliance with applicable law and that all benefits furnished under the plan offered to the Employees are legally appropriate taking into account tax, eligibility, accounting, regulatory, and other issues.

b. **Name Use.** Customer hereby grants iBTR a limited worldwide, non-exclusive, non-transferable license to use Customer's name, logo and trademark on the co-branded Extranet Site for the sole purpose of providing services to the Customer during the term of this Agreement. This license shall automatically terminate upon the termination or expiration of this Agreement.

c. **Internal Promotion.** Customer will actively promote the use of the Extranet Site to the Employees, and human resource department personnel responsible for benefit plan enrollment and administration.

d. **Census List.** Customer shall furnish iBTR with a Census List by entering and updating data directly on the Extranet Site by the Customer's designated administrator(s).

e. **Internet Access.** Customer, at its own cost and expense, will provide its Employees with the ability to access the Extranet Site via the Internet. Customer shall provide all software, hardware, including without limitation, computers and modems, and Internet (cable, telephone) service required for Employees to access the Extranet Site.

f. **Reference Site.** Neither party may publicly use the other Party's logo or other trade or service mark without that Party's permission.

g. **Employee Data.** Customer will provide all necessary Employee data into the PlanSource™ system at least two (2) business days in advance of the start of any PlanSource™ services that will use said data, unless otherwise agreed to by iBTR. Customer will ensure that all loaded Employee data is accurate, timely, and up to date. iBTR will not be liable in any way for any reporting, fulfillment, or filing errors that are caused by inaccurate, out-of-date, untimely, or otherwise insufficient Employee data as provided by Customer. If Customer elects to have PlanSource™ perform any IRS filing-related services, Customer will provide final approval of all filing data before submission to the Internal Revenue Service ("IRS").

4. FINANCIAL ARRANGEMENTS.

a. **Implementation and Service Fees.** Services and pricing are defined in the Agreement Terms Sheet attached hereto as Exhibit "1". The Implementation Fee shall be due and payable upon the execution of this Agreement. iBTR shall provide an invoice to Customer for payment due prior to the start of implementation.

b. **Online Service Fee.** Customer shall pay iBTR a base monthly Online Service Fee as defined in the Agreement Terms Sheet based on the number of Employees entered into the Extranet Site (the **"Per Employee, Per Month" or "PEPM"**). The number of Employees for which Customer is assessed the Online Service Fee will be calculated as of the first day of each month, commencing with the first month the Extranet Site is available to the Customer, subject to the minimum number of employees listed in Exhibit "1". Terminated Employees shall be excluded from this count as of the first day of the month following the termination unless PlanSource™ is involved in administering PlanSource™ benefits for those Employees or their dependents (e.g., COBRA or Retiree benefits).

i. The Online Service Fee amount due from Customer is based on the time that the Extranet Site is available to Customer. Availability to the Customer is defined as the earlier of: 1) the date upon which Employees gain access to the Extranet Site; or 2) 91 days from the start date of the implementation. Availability and accessibility of the extranet site is not contingent on Vendor transmissions being automated and in production. PEPM fees in Exhibit 1 are due upon system go live.

ii. The Online Service Fee may increase by an annual average percentage greater than the annual CPI-W for the Midwest region or 3%, whichever is less, for as long as annual support fees are paid and the license agreement between the City and the Vendor is in effect, starting one year from the Effective Date of this Agreement. The Vendor will not increase maintenance higher than its "standard" increase in any year. For example, if the CPI increase is 3% in a given year and the Vendor's "standard" increase is 2%, the Customer will be invoiced for the 2% increase. Vendor shall not charge City more than it charges its other customers for similar services.

iBTR agrees that it will not increase the Online Service Fee without giving Customer a minimum of 90 days written notice sent via electronic mail.

iii. The Online Service Fee shall be due and payable within thirty (30) days of the invoice date.

In exchange for the Online Service Fee, Customer and each User will be entitled to access the Extranet Site. The Customer will have access to Vendor Transmission, Customer Support, and Training described more fully above in Section 2 of this Agreement. The billing and payment of Online Service Fees are not contingent upon Vendor Transmission services being operational and complete.

c. **Renewal Fees & Costs.** Customer shall pay Annual Open Enrollment Renewal fees each year based upon the scope of changes requested to the Extranet site, as listed in Exhibit "2."

d. **Change Fees & Costs.** In addition to the Implementation Fee and the Online Service Fee, Customer shall pay fees and costs for any changes requested that differ from Customer's initial directives to iBTR. These change requests may include, but are not limited to changes in benefit plan, Vendor, Payroll, or other critical or material information contained on the Extranet Site. The fee for each change will vary based on the requested change and the professionals to be involved. iBTR will provide Customer with an estimate of the Change Fees and Costs to be assessed and approved by the customer prior to execution of the changes.

e. **Pass-Thru Costs and Obligations.** To the extent iBTR must engage, employ, or contact with one or more third parties as a result of Customer's requested products and services related to the Solution, and which are more specifically identified on Exhibit "1," Customer shall be responsible for full reimbursement to iBTR. The obligation for reimbursement may survive any termination of this agreement to the extent that iBTR is unable to terminate its obligation to any third party related to this Agreement.

f. **Sales Tax.** Subject to jurisdictional requirements, iBTR will calculate, charge, and invoice and Customer agrees to pay any and all taxes for which iBTR or PlanSource™ is required to collect and remit. This includes, but is not limited to, any and all sales tax related to Software as a Service taxes. Taxes will not be invoiced or collected for any company considered to be tax exempt as long as iBTR has a current tax-exempt certificate on file.

g. **Invoicing and Payment.** iBTR will send invoices by email. The email subject line and address the invoices will be sent from is: Benefit Technology Resources, LLC (donotreply@intuit.com). Customer will whitelist this email address and take any necessary steps to prevent invoices from being marked as spam or junk mail. iBTR requires payments via a free ACH to avoid 2% processing fees. Payments are due and payable within 30 days of the invoice date. Invoices over thirty (30) days past due will be assessed a 5.00% late fee, in addition to any other penalties described herein.

h. **Auditing of Invoices**

Invoices are subject to audit for a period of five (5) years after the expiration date of the final year of the contract. If during the audit it is revealed that iBTR charged the City of Columbia a price higher than the proposed price, iBTR shall reimburse the City of Columbia the amount of the overcharge.

5. CONFIDENTIALITY AND INFORMATION EXCHANGE.

a. **Exchange.** It is the intention of iBTR and Customer to transfer and/or exchange information as may be essential for completing its obligations under this Agreement. Such information may be disclosed in electronic, visual, or written form (including magnetic media). All information transferred or exchanged between the parties or otherwise learned by a party from or with respect to the other is deemed to be confidential and to include proprietary or trade secret information of the other concerning the other's business affairs, property, methods of operations, processing system, or other information, including Employee personal information and financial data ("**Confidential Information**"). Each party agrees to direct its owners, directors, principals, members, employees, and agents to maintain such confidentiality. Customer and iBTR hereby agree to maintain the confidentiality of all such information using at least the degree of care and security as each use to maintain the confidentiality of its own Confidential Information. Each party agrees to direct its owners, directors, principals, members, employees, and agents to maintain such confidentiality. In the event that a receiving party wishes to disclose Confidential Information to one of its agents (including service providers), it may do so only if that agent or service provider agrees in writing to the terms of this section. The parties acknowledge that disclosure of any of the other's Confidential Information without the other's prior written consent may give rise to continuing irreparable injury to the non-disclosing party, that, therefore, will be inadequately compensable in damages at law. Accordingly, the non-disclosing party shall be entitled to obtain immediate injunctive relief against the breach or threatened breach by the disclosing party of any of the foregoing undertakings, in addition to any other legal remedies which may be available, and the disclosing party hereby consents to the obtaining of such injunctive relief. Information shall not be considered confidential under this Paragraph that:

i. is publicly known prior to or after disclosure hereunder other than through acts or omissions attributable to the recipient or its employees or representatives;

ii. as demonstrated by prior written records, is already known to the recipient at the time of disclosure hereunder;

iii. is disclosed in good faith to the recipient by a third party having a lawful right to do so;

iv. is the subject of written consent of the party which supplied such information authorizing disclosure; or

v. is required to be disclosed by law;

b. **Security.** iBTR shall at all times during the term of this Agreement maintain in force measures reasonably available within the information technology industry to prevent any unauthorized person from gaining access to or altering, viewing, manipulating, or affecting in any way the information, data, or information system(s) of Customer.

6. PERFORMANCE GUARANTEES.

a. **Downtime.** Customer acknowledges and agrees that the availability of the Solution, including any uptime or downtime commitments, shall be governed exclusively by the Service Level Agreements (SLAs) published by PlanSource and in effect as of the Effective Date, attached hereto as Exhibit 8. iBTR does not provide any independent uptime or availability warranty beyond facilitating Customer's access to the SLAs. Any remedies for downtime or service interruptions are limited to those expressly stated in PlanSource's SLAs, and iBTR shall have no additional obligations or liability with respect to such downtime.
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b. **Service Quality.** iBTR warrants that all services provided by iBTR under this Agreement will be performed in a timely, competent, and workmanlike manner by individuals of appropriate training and experience.

c. **Disclaimer.** EXCEPT FOR THE WARRANTIES PROVIDED IN THIS SECTION 6, iBTR HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, DESIGN, CONDITION, CAPACITY, AND PERFORMANCE.

7. TERM AND TERMINATION.

a. **Stated Term of Agreement.** This Agreement is entered into on the later date in the signature block below (the "Effective Date"). Said term runs from the effective date for a period of thirty-six (36) months, and then automatically renews for additional one-year terms thereafter subject to the termination provisions listed herein. Customer's access and use of the Solution shall continue so long as Customer adheres to the terms and conditions of this Agreement.

b. **If Customer's Agent changes, the Customer is still responsible for the initial term of the site.** After the initial term, the Customer has the choice of retaining the Solution and iBTR service as set forth in iBTR's Response and Pricing Proposal attached hereto as Exhibit 7. Customer's obligations to iBTR under this agreement endure even if Customer severs its relationship with Broker. .

c. **Termination Provisions.**

i. **Termination for Cause.** Customer or iBTR shall have the option to terminate this Agreement in the event that the other party materially breaches any provision of this Agreement and fails to cure the breach within thirty (30) days following notice of the breach from the non-breaching party. The right to terminate shall be in addition to all other legal or equitable remedies available to the non-breaching party.

ii. **Termination Other than for Cause.** Customer or iBTR may terminate this agreement with thirty (30) days written notice prior to end of current term.

iii. **Termination for Insolvency or Dissolution.** To the extent allowed by law, either party shall have the right to immediately terminate this Agreement upon the other party acknowledging in writing that it (i) is insolvent or otherwise unable to meet its financial obligations under this Agreement, or (ii) is dissolving or otherwise ceasing to do business. This right to terminate shall be in addition to all other legal or equitable remedies available to the terminating party.

iv. If Customer terminates any portion of this Agreement without cause prior to the end of the current Term, Customer will pay any unpaid fees covering the remainder of such terminated subscription. If iBTR terminates this Agreement in accordance with Sections 7.c.i or 7.c.iii., Customer will pay any unpaid fees covering the remainder of the term for each product in effect at the time of termination. In no event will termination relieve Customer of its obligation to pay iBTR any fees payable for the period prior to the effective date of termination. Customer agrees that the actual damages in the event of such termination would be difficult or impossible to ascertain, and that such termination charges are intended, therefore, to establish liquidated damages for such early termination.

v. Notwithstanding any of the foregoing, the early termination fees hereunder shall not apply in the event the relationship between Customer and Broker is terminated for any reason, and iBTR continues to provide the Services to Customer through a succeeding Broker or a separate signed (non-Agent, partner) agreement.

d. **Survival.** In the event of expiration or termination of this Agreement, those Sections which by their nature are intended by the parties to survive will survive and continue in effect to the extent necessary to protect the rights of the parties. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. LIMITATION OF LIABILITY AND DISCLAIMER.

a. **Limit.** UNDER NO CIRCUMSTANCES WILL PLANSOURCE™ OR iBTR BE LIABLE TO CUSTOMER OR ANY USER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) SUCH AS, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF OR DENIAL OF BENEFITS, OVERCHARGES OF VENDOR PREMIUMS, LOSS OF REVENUE OR ANTICIPATED PROFITS, OR LOST BUSINESS IRRESPECTIVE OF WHETHER SUCH DAMAGES WERE INCURRED BY CUSTOMER DUE TO A NEGLIGENT ACT OR OMISSION. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, OR OTHER TORTS, SHALL BE LIMITED TO THE REPAIR OF THAT PORTION OF THE EXTRANET SITE THAT DOES NOT

MEET THE WARRANTY. FOR ALL CAUSES OF ACTION OR CLAIMS FOR WHICH REPAIR OF THE EXTRANET SITE IS NOT POSSIBLE, iBTR'S AGGREGATE LIABILITY FOR DAMAGES SHALL NOT EXCEED ONE TIMES (1X) THE AMOUNT RECEIVED WITHIN THE PAST SIX (6) MONTHS BY iBTR FROM CUSTOMER PURSUANT TO THIS AGREEMENT.

b. **Acknowledgment.** Customer, and iBTR expressly acknowledge that the limitations contained in Section this 8 represent their express agreement with respect to the allocation of risks between them as related to the amount of the consideration each is to receive under this Agreement, and Customer fully understands and irrevocably accepts such limitations. Customer, and iBTR agree that the limitations in this Section 8 should specifically apply to any alternative remedy ordered by a court or an arbitrator in the event such court or arbitrator determines that a sole and exclusive remedy provided for in this Agreement fails of its essential purpose.

9. INTELLECTUAL PROPERTY AND DATA.

a. **Intellectual Property.** All right, title and interest in and to all content, graphics, trademarks, logos, and other materials of any type appearing on the Extranet Site other than the names and trademarks of Customer and specific third parties offering site links, and copyrighted material furnished by a third party or data provided by Customer or Users (as described in Subsection 10.b. below) and all technology related thereto, is owned by PlanSource™. Nothing in this Agreement or in any attachment hereto creates in Customer any rights in iBTR's or PlanSource' s intellectual property.

b. **Data.** All right, title and interest in the Employee information and other data furnished by Customer or the Employees or Users is owned by Customer and may not be disclosed, transferred, assigned, sold or published by iBTR or PlanSource™ without Customer's advance written permission. Notwithstanding the foregoing, Customer hereby consents to iBTR or PlanSource™'s use, sale, transfer, and transmission of aggregate data captured on the Extranet Site, including Employee demographic information, Employee benefit selection data, and voluntary benefit purchasing patterns; provided, however, that all such information may not identify the particular Employee nor any other information (address, telephone number, etc.) which may be used by a third party to identify an Employee, User, or Customer. iBTR and PlanSource™ will not publish or sell Employee-specific information such as a mailing list of named Employees or to otherwise sponsor, conduct, or facilitate on behalf of a third party (through the provision of employee names, addresses, or telephone numbers) a targeted mailing or other marketing campaign. If an Employee or User links to a Vendor's web site or purchases products or services from a Vendor, iBTR and PlanSource™ are not responsible for that Vendor's use of information captured or gleaned from the experience of that User or Employee.

10. GENERAL.

a. **Independent Contractor.** Each party is and will remain an independent contractor with respect to all performance rendered pursuant to this Agreement. Neither party nor any employee thereof will be considered an employee or agent of the other party for any purpose and will have no authority to bind or make commitments on behalf of such other party for any purpose and will not hold itself or themselves out as having such authority.

b. **Compliance with Laws.** Each party will, at its own expense, comply with any governmental law, statute, ordinance, administrative order, rule or regulation relating to its duties, obligations and performance under this Agreement and will procure all licenses and pay all fees and other charges required thereby.

c. **Taxes.** If required by federal, state, or local law, whether enacted prior to or during the term of this Agreement, iBTR shall invoice and collect and Customer agrees to pay to iBTR any applicable taxes, including but not limited to sales taxes due where the Solution is deemed a Software-as-a-Service ("SaaS"). Customer acknowledges that it is solely responsible for payment of such taxes and agrees to remit payment for same to iBTR upon receipt of an invoice for same. Except as provided above as it relates to sales tax, each party will have sole responsibility for the payment of all taxes and duties imposed by all governmental entities, as they pertain to its duties, obligations and performance under this Agreement. Taxes will not be invoiced or collected for any company considered to be tax exempt as long as iBTR has a current tax-exempt certificate on file.

d. **Force Majeure.** Neither party will be held liable for failure to fulfill its obligations under this Agreement if the failure is caused by flood, extreme weather, fire, or other natural calamity, acts of governmental agency, or similar causes beyond the control of such party, and the term for performance will be increased to a reasonable period of time.

e. **Assignment.** Neither party may sell, transfer or assign this Agreement, or transfer, delegate, or assign any right or obligation set forth in this Agreement without the prior written consent of the other party. Any act in derogation of the foregoing will be null and void.

f. **Governing Law.** The validity, construction, and performance of this Agreement will be governed by the substantive law of the State of Missouri without regard to the conflicts of law provisions thereof.

g. **Jurisdiction and Venue.** The Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

h. Notices. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:
City of Columbia
Human Resources Department

P.O. Box 6015
Columbia, MO 65205-6015
ATTN: Assistant Director

If to Vendor:
Benefit Technology Resources, LLC
2850 Golf Road
Rolling Meadows, IL 60008
Attn: Kate Taylor – ktaylor@ibtr.com

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

i. **No Other Rights.** This Agreement will not be construed to grant any rights by implication, estoppel, or otherwise, that are not granted through its express provisions.

j. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect and will be interpreted, to the extent possible, to achieve its purposes without the invalid, illegal or unenforceable provision.

k. **Waiver and Remedies.** The failure of either party at any time to require performance by the other party shall in no way affect the right of either party thereafter to enforce the same provision, nor shall the waiver of either party of any breach of any provision herein be held or taken to be a waiver of any succeeding breach or as a waiver of the provision itself.

l. **Insurance**. iBTR shall maintain, on a primary basis and at its sole expense, at all times during the life of the Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by vendor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

1. Workers' Compensation & Employers Liability. iBTR shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage with the following minimum limits: $500,000 for each accident, $500,000 for each disease for each employee, and $500,000 disease policy limit.
2. Commercial General Liability. iBTR shall maintain Commercial General Liability at a limit of not less than $2,000,000 Each Occurrence, $3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
3. iBTR may satisfy the minimum liability limits required for Commercial General Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability.
4. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the effective date of the agreement between the iBTR and the City. iBTR is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.
5. The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of the agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.
6. Failure to maintain the required insurance in force may be cause for termination of the agreement. In the event iBTR fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the agreement without notice.
7. The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the vendor and/or their employees and/or their subcontractors in the performance of the agreement.
8. iBTR must have adequate insurance, for damage or loss, for all equipment and other valuables until such time as the City receives good and clear title. In defining insurance coverage, iBTR shall secure full replacement value for the system without the requirement that the City be responsible for any payments or deductibles. In the event that it is necessary to make a claim under this policy, any funds received by iBTR shall be used to secure replacement equipment for the City.

m. **HIPAA Compliance**
The Solution and services include the storage or use of protected health information under the Health Insurance Portability and Accountability Act ("HIPAA"). Accordingly, iBTR represents and warrants, on a pass-through basis, that PlanSource's Solution complies with applicable HIPAA requirements.

iBTR shall:

1. Not use or disclose protected health information other than as permitted or required by the agreement or as required by law;
2. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the agreement;
3. Timely report to covered entity any use or disclosure of protected health information not provided for by the agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree, in writing, to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
5. Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
6. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
7. Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
8. To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
9. Make its internal practices, books, and records available to the Secretary and to the Covered Entity for purposes of determining compliance with the HIPAA Rules.

n. iBTR shall comply with Missouri State Statute section 285.530 in that iBTR shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of the contract, iBTR shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. iBTR shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. iBTR shall require each subcontractor to affirmatively state in its contract with iBTR that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. iBTR shall also require each subcontractor to provide vendor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

o. **Nature of City's Obligations.** All obligations of the City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose. The City certifies funds are available for the initial term.

p. **Hold Harmless Agreement.** To the fullest extent not prohibited by law, iBTR shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of iBTR, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with iBTR or a subcontractor for part of the services), of anyone directly or indirectly employed by iBTR or by any subcontractor, or of anyone for whose acts iBTR or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require iBTR to indemnify, hold harmless, or defend the City of Columbia from the City's own negligence.

q. **No Waiver of Immunities** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

r. **Electronic Signature** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

11. Contract Documents.

The Agreement includes the following exhibits, which are incorporated herein by reference:

Exhibit Description:
1 Agreement Term Sheet
2 Client Benefit Renewal Fees
3 Employee Resource Center
4 City's Red Flag Policy
5 City's Technical Specifications and iBTR's responses
6 City's RFP
7 iBTR Response and Pricing Proposal
8. PlanSource Service Level Agreement (February 12, 2026)

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement control.

12. <u>Entire Agreement</u>. The provisions of this Agreement as in effect from time to time by their terms, constitute the entire Agreement between the parties and supersede all prior Agreements, oral or written, and all other communications relating to the subject matter of this Agreement. Any terms contained in invoices, acknowledgements, or other forms that are inconsistent with or different from the terms of this Agreement will be void and of no effect.

IF CUSTOMER DOES NOT UNDERSTAND OR AGREE WITH ANY OF THE TERMS AND CONDITIONS UNDER THIS AGREEMENT, CUSTOMER SHOULD NOT EXECUTE THIS AGREEMENT OR ACCESS ANY FEATURE OR PORTION OF THE PLAN SOURCE™ SOFTWARE, WEB SITE, OR ANY RELATED PRODUCTS OR SERVICES.

<u>Customer:</u> City of Columbia.

Signature: ______________________________________ Date: ______________________________

Printed Name: De'Carlon Seewood, City Manager

Attest:

____
Sheela Amin, City Clerk

Approved as to form:

____
Nancy Thompson, City Counselor

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 65901310-504990 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor for the initial term in the amount of three hundred four thousand five hundred thirteen dollars ($304,513.00).

By: E-SIGNED by Matthew Lue on 2026-06-29 19:07:29 GMT
Matthew Lue, Finance Director J.S.

ACKNOWLEDGED AND ACCEPTED BY:

Benefit Technology Resources, LLC

Signed by:

By: Mary Kathryn Taylor Date: 6/15/2026

3E708799CB8B483...

Mary Kathryn Taylor, Chief Operating Officer

EXHIBIT "1"
AGREEMENT TERMS SHEET FOR City of Columbia

A. **Initial Term of Agreement:** 36 Months
B. **Minimum Number of Employees:** 1,360

One Time Set Up Fees – Due Upon Execution of Agreement

Product Name	Amount
Core Package Implementation Fee	$12,000.00
ACA Reporting Module Setup Fee	$800.00
Document Management Setup Fee	$750.00

Ongoing PEPM Fees – Cost per month, once Extranet Site Available

Product Name	Per Employee Per Month	Notes
Core Package Online Service Fee	$4.28	$3,500.00 Minimum Monthly Investment
ACA Reporting Module Fee	$1.00	Add-On Service is in addition to Online Service Fee
Foreign Language Fee	$0.20	Add-On Service is in addition to Online Service Fee
Manage and Process Dependent Verification - Service Center Add On	$0.65	Add-On Service is in addition to Online Service Fee
Employee Service Center Technical Services	$1.65	
Manage and Process Life Events- Service Center Add On	$0.40	Add-On Service is in addition to Online Service Fee

Integration Fee – One Time Fees – Due when integration is completed

Product Name	Amount	Notes
Medical Carrier Connect Fee	$1,000.00	Per File
Dental Carrier Connect Fee	$1,000.00	Per File
Vision Carrier Connect Fee	$1,000.00	Per File
Life and Disability Carrier Connect Fee	$3,000.00	Per File
FSA Carrier Connect Fee	$3,000.00	Per File
COBRA Carrier Connect Fee	$1,800.00	Per File
Payroll Demographic Import Set Up Fee	$3,000.00	Per File
Payroll Deduction Connect Fee	$3,000.00	Per File
Worksite Carrier Connect Fee	$3,000.00	Per File

Ongoing Service Fee may be adjusted in the event of a 25% variance in total employees. Online Service Fee is subject to minimum increase of 5.00% each year, starting one year from the Effective Date of this Agreement.
ACA - 1094 and 1095 Fulfillment and Filing fees may be an additional cost, as defined in 1.c

EXHIBIT "2"
CLIENT BENEFIT RENEWAL FEES

Renewal fees may apply based on the scope of changes needed to Client's PlanSource™ site. Additional fees may apply for complex renewals or to expedite the process. The chart below provides the fees associated with renewal changes. All documents must be provided 10 business days before the Client's open enrollment start date. If renewal documents are not provided 10 business days before the open enrollment start date, a rush fee* may apply depending on the changes required to PlanSource™. This rush fee is in addition to the standard renewal fees.

Renewal Type	One Time Fee	Details
Type I	$1,000.00	Rate only changes.
Type I Rush Fee	$500.00	
Type II	$1,500.00	Up to four plan/carrier changes or plan carrier additions.
Type II Rush Fee	$1,000.00	
Type III	$2,000.00	More than four plan/carrier changes or plan/carrier additions. Maximum of 15 hours included.
Type III Rush Fee	$1,500.00	

**A Rush Fee will apply for information provided less than 10 business days before the first day of the Client's Open Enrollment Start Date. This Rush Fee is due in addition to the renewal fees outlined above.*

Please note: Carrier changes that require a new file feed are subject to a one-time fee between $250-$3,000 per file depending on the carrier's requirements. New files require an 8-10-week timeline and work will begin when the following steps have been completed:

- Open enrollment is completed and closed.
- File structure has been received from the carrier and provided by iBTR
- Data contacts have been assigned (System and Carrier)

EXHIBIT "3"

Employee Resource Center

1. Call Recording, Tracking, and Monitoring

a. All calls will be recorded using a state-of-the-art unified communication platform. Random samplings of all Service Center Representative calls shall be monitored on a weekly basis to ensure call quality and provide coaching when necessary or as requested.

b. In addition to the call recordings, all cases will be tracked using iBTR's Salesforce software instance. Calls will be assigned a category and a reason code based on the case details or questions addressed with each employee. Calls cannot nor will be shared externally with clients.

2. Reporting

a. iBTR will provide trends and usage statistics, including Average Speed of Answer, Average Handle Time, Call Category and Call Reason regularly as agreed to by the Customer and iBTR or as needed.

3. Voicemail

a. During business hours, employees can leave a voicemail if they prefer not to wait for a Representative, and voicemails are processed in the order received. When the Employee Resource Center is closed, voicemails cannot be left, and employees are directed to call back during normal operating hours for assistance.

4. Hours of Operation

a. The Employee Resource Center operations will be available Monday-Friday from 8:00 am-6:00 pm Central Standard Time. The Employee Resource Center will observe all major federal holidays.

5. Population Changes

a. Should Customer's active employee count change more than 25% from the original contracted employee count, iBTR reserves the right to recalculate the monthly fee(s).

b. iBTR will notify the Customer in writing of its intent to recalculate the fee(s) along with the new billing rate and its effective date.

Available Services

Core Services	Details
Technology Support	• Login assistance/password resets • System security questions, username, and password structure • Help with identifying the proper internet URL address to access system • Online ACA form views/issues
Benefit Questions	• Plan Detail Questions • Benefit Questions • Processing Questions • Evidence of Insurability (EOI)-Navigational Questions • Direction on links to provider websites and directories • General ACA inquires
Enrollment Support	• Eligibility and Premiums • Emergency Enrollments (with Carrier) • Assisted Enrollment

	• Dependent Eligibility Questions • Late enrollments/Life Events (Coordinated with Client HR team)
Service Channels	Telecom • Client Specific Phone Number • Warm Transfers to designated carriers or providers • Custom Scripts • Welcome Message • Standard Out of Office Message • Voicemail Email • Client Specific Support Email Address
Enhanced Services (Buy-up)	• Process/Monitor Life Events • Monitor New Hire Enrollment Status • Dependent Verification (new hires, added during OE or Life Event Maintenance) • Evidence of Insurability (EOI) Processing
Enhanced Services (Buy-up) with additional PEPM	
Qualified Life Event Processing	• Process/Monitor Life Events • Reach out to employee to request required documentation • Qualifying Life Event (QLE)review and approval per client specification
Dependent Verification Processing	• Process/Monitor Dependent Verification within the iBTR-Licensed Benefits Administrative system • Reach out to employee to request required documentation • Document review and approval per client specifications
Evidence of Insurability Processing	• Approve or Decline pending Evidence of Insurability events within the iBTR-Licensed Benefits Administrative system

EXHIBIT "4"

City's Red Flag Policy

Exhibit A

2010
Red Flag Rule

City of Columbia Identity Theft Prevention Program

Effective December, 2010

City Council Adopted and Effective Date: 12|6|10

This document is intended to give guidance to the City in their understanding of the FTC Red Flag Rule. It is not intended to be used in place of compliance, in whole or any part, of the FTC Rule.
08/02/10 Final
11/10/10 Reviewed/Updated

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INTRODUCTION

The City of Columbia (the "City") has developed this Identity Theft Prevention Program ("Program") pursuant to the Federal Trade Commission's ("FTC") Red Flag Rule, which implements Section 114 of the Fair and Accurate Credit Transaction Act of 2003, pursuant to 16 C.F.R. §681.2. This Program is designed to detect, prevent and mitigate identity theft not only in connection with the opening and maintenance of City utility accounts but other city accounts, applications, registrations or other transactions, referred to as "Record" or "Records" throughout this Program, where identity theft might occur.

Why did FTC make this rule?
The intent is to protect consumers from identity theft. It is targeted at entities that **obtain** and **hold** consumer identification such as billing addresses, Social Security Numbers, dates of birth, passports or immigration documents, or other information.

Who must comply?
Entities such as Columbia that obtain and hold identification often targeted by identity thieves must comply.

What is a "Red Flag?"
A "Red Flag" is a term the FTC has coined to identify possible identity theft. It is a pattern or particular specific activity that indicates the possible risk of identity theft. The FTC has identified thirty-one "Red Flags" that entities, especially utilities, should watch for. Such entities are required to have a written plan to help employees identify these "Red Flags" and how to respond when a possible identity theft has occurred.

How does Columbia have to comply with this rule?
We have a duty to:

1. Identity Red Flags
2. Detect Red Flags; and
3. Respond to Red Flags

Who within City operations has to comply with the rule?
All City Departments which obtain and hold any of the consumer identification mentioned above must comply with the rule.

For purposes of this Program, "Identity Theft" is considered to be "fraud committed using the identifying information of another person." The Program "Record" is defined as:

1. A continuing relationship the City has with an individual through a Record the City offers or maintains primarily for personal, family or household purposes, that involves multiple payments or transactions; and
2. Any other account, registration, application or record the City offers or maintains for which there is a reasonable foreseeable risk to customers or to the safety and soundness of the City from Identify Theft

This Program was developed with oversight and approval of the Columbia City Council. After consideration of the size and complexity of the City's operations and various systems, and the nature and scope of these activities, the Columbia City Council determined that this Program was appropriate for the City and therefore approved this Program on December 15, 2008.

The Red Flag Rule-City of Columbia Identity Theft Prevention Program was reviewed and amended December, 2010.

IDENTIFICATION OF RED FLAGS

A "Red Flag" is a pattern, practice, or specific activity that indicates the possible existence of Identity Theft. In order to identify relevant Red Flags, the City of Columbia considered risk factors such as the types of Records it offers and maintains, the methods it provides to open or establish these Records, the methods it provides to access its Records, and its previous experiences with Identity Theft. The City identified the following Red Flags in each of the listed Categories:

1. **Notifications and Warnings from Consumer Reporting Agencies**

   1) A fraud or activity alert that is included with a consumer report;

   2) Receiving a report or notice from a consumer reporting agency of a credit freeze;

   3) Receiving a report of fraud with a consumer report; and

   4) Receiving indication from a consumer report of activity that is inconsistent with a customer's usual pattern or activity.

2. **Suspicious Documents (see below) used in such a way (items 1-13)**

   - Lease
   - Death certificate
   - Driver's license
   - Immigration Papers or Work Card
   - Passport
   - Birth certificate
   - Student Identifications
   - Government Issued Identification
   - Military Identification
   - Non-Driver's License Identification
   - Credit and Debit Cards

   1) Receiving documents that are provided for identification that appear to be forged or altered;

   2) Receiving documentation on which a person's photograph or physical description is not consistent with the person presenting the documentation;

   3) Receiving other information on the identification not consistent with information provided by the person opening a new Record or customer presenting the identification;

4) Receiving other documentation with information that is not consistent with existing customer information (such as if a person's signature on a check appears forged);

5) Receiving an application for service that appears to have been altered, forged or gives the appearance of having been destroyed and reassembled;

6) Personal identifying information provided is inconsistent when compared against external information sources used by the Department (such as the address does not match any address in the Consumer Report or the Social Security Number has not been issued, or is listed on the Social Security Death's Master File);

7) Personal identifying information provided is of a type commonly associated with fraudulent activity as indicated by internal knowledge and/or external third party sources (telephone number or address on an application is the same as the telephone number or address provided on a fraudulent application;

8) Receiving verbal, written, or internet based information where the same person with the same billing information requests utility service at more than one location;

9) The Social Security Number provided is the same as that submitted by other person(s) opening a Record;

10) The address or telephone number provided is the same as or similar to the account number or telephone number submitted by an unusually large number of other persons opening Records;

11) The person opening a Record fails to provide all required personal identifying information (incomplete application);

12) The person opening a Record cannot provide authenticating information if requested to do so;

13) The Department is notified by a customer (s) with information that another customer may have opened a fraudulent Record.

3. Suspicious Personal Identifying Information

1) A person's identifying information is inconsistent with other sources of information (such as an address not matching an address on a Consumer Report or a Social Security Number that was never issued);

2) A person's identifying information is inconsistent with other information the customer provides (such as inconsistent Social Security Numbers, billing addresses or birth dates);

3) A person's identifying information is the same as shown on other applications found to be fraudulent;

4) A person's identifying information is consistent with fraudulent activity (such as an invalid phone number or a fictitious billing address);

5) A person's Social Security Number is the same as another customer's Social Security Number;

6) A person's address or phone number is the same as that of another person;

7) A person fails to provide complete personal identifying information on an application when reminded to do so; and

8) A person's identifying information is not consistent with the information that is on file for the customer.

9) The physical appearance of a customer does not match with other sources of information (such as driver's license, passport or immigration work card).

10) A person does not know the last 4 digits of his/her Social Security Number.

11) A new customer requests new service and a routine Social Security Number check locates an account with delinquent or a collection balance that is proved not to be the responsibility of the customer requesting new service.

4. Unusual Use Of or Suspicious Activity Related to a Record

1) A change of address for a Record followed by a request to change the Record holder's name or add other parties;

2) A new Record used in a manner consistent with fraud (such as the customer failing to make the first payment, or making the initial payment and no other payments);

3) A Record being used in a way that is not consistent with prior use (such as late or no payments when the Record has been timely in the past);

4) Mail sent to the Record holder is repeatedly returned as undeliverable;

5) The Department receives notice that a customer is not receiving his paper statements; and

6) The Department receives notice that a Record has unauthorized activity.

7) A Record is designated for shut-off due to non-payment and the customer at the location does not match the customer on file.

8) Unauthorized access to or use of customer records information such as log on or authentication failures.

5. Notice Regarding Possible Identity Theft

The City receives notice from a customer, an identity theft victim, law enforcement or any other person that it has opened or is maintaining a fraudulent Account for a person engaged in Identity Theft.

DETECTION OF RED FLAGS.

1. **In order to detect any of the Red Flags identified above with the opening of a new Record, City personnel will take the following steps and verify the identity of the person opening the Record:**

   1) Requiring certain identifying information such as name, date of birth, residential or business address, principal place of business for an entity, Social Security Number, driver's license or other identification;

   2) Verifying the customer's identity in person, such as by copying and reviewing a driver's license or other identification card;

   3) Reviewing documentation showing the existence of a business entity (in person process);

   4) Independently contacting the customer; and

   5) Requesting the customer to appear in person with appropriate information or documentation.

2. **In order to detect any of the Red Flags identified above for an existing Record, City personnel will take the following steps to monitor transactions with such information:**

   1) Verifying the identification of customers if they request information (in person, via telephone, via facsimile, via email);

   2) Verifying the validity of requests to change billing addresses;

   3) Verifying changes in banking information given for billing and payment purposes; and

   4) Verifying the last 4 digits of his/her Social Security Number.

PREVENTING AND MITIGATING IDENTITY THEFT

1. **In the event City personnel detect any identified Red Flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the Red Flag:**

   1) Continuing to monitor a Record for evidence of Identity Theft;

   2) Person who may be or is suspected to be the possible victim of identity theft;

   3) Changing any passwords or other security devices that permit access to Records;

   4) Reopening a Record with a new number;

   5) Not opening a new Record;

   6) Closing an existing Record;

   7) Notifying law enforcement; See **Appendix D.**

      Example: If the City receives notice that its system has been compromised such that a customer's personal information has become accessible, at a minimum the City will notify the customer and change passwords.

      Example: If the City receives notice that a person has provided inaccurate identification information, the Record will be closed immediately and notify Law Enforcement.

   8) Determining that no response is warranted under the particular circumstances; or

      Example: If the City notices late payments on a Record regularly paid and determines the resident has been incapacitated, no action may be necessary.

   9) Notifying the Program Administrator for determination of the appropriate step (s) to take.

2. **In order to further prevent the likelihood of identity theft occurring with respect to Records the City will take the following steps with respect to its internal operating procedures:**

   1) Providing a secure website or clear notice that a website is not secure;

2) Ensuring complete and secure destruction of paper documents and computer files containing customer information. Paper documents and computer files containing customer information should be retained for the minimum retention required by law, unless there is a significant business purpose to retain the record for a longer period of time.

3) Requiring certain provisions included in city contracts with vendors. If the storage or destruction of paper documents and computer files are contracted to a private vendor, contracts must include a provision that requires the private vendor to store the documents and files in a secure manner so as to be accessible only by approved city personnel. Upon appropriate authorization by an approved city official, the vendor shall destroy the documents and computer files in a secure fashion. The storage and destruction of paper documents and computer files which contain sensitive information must be performed by either a city employee or a private vendor under contract.

4) Ensuring that office computers are password protected and that computer screens lock after a set period of time;

5) Requiring only the last 4 digits of Social Security Numbers on customer Records;

6) Requiring each Department review, no less than once a year, employee's access to Record information to determine if the employee's duties require such access and if the employee is complying with the provisions of the City Identity Theft Prevention Program. The Department shall restrict access as much as feasible and maintain an up to date list of those employees required to have access along with the date access was last reviewed. If the employee's access involves computer files, access shall be documented in the City Security Tracking System.

7) Prohibiting Record information to be written on sticky pads or note pads;

8) Ensuring that computer screens are only visible to the employee accessing the Record;

9) Requiring customers to authenticate addresses and personal information, rather than account representatives asking if the information is correct;

10) Maintaining secure office location;

11) Maintaining cameras in timely and good working order and providing for property destruction of tapes and other recording media;

12) Periodically (each Department) reviewing and maintaining a complete, accurate, and current internal list of authorized personnel and procedures with respect to the appropriate responses should a red flag occur or should the Department be aware of actual identity theft. Each Department with

access to such records shall provide periodic reports to the Red Flag Committee and Program Administrator. The report shall include red flags they have detected, their response, and any recommendations for changes in their Department internal policies and procedures and the City Identity Theft Prevention Program.

13) Should vendors have access to personal identifying information, Departments shall also include in contracts with vendors provisions for either the reporting of red flags to the Department or to require the vendor to prevent and mitigate the crime themselves. If the contract provides for the vendor to prevent and mitigate, the contract should also include a provision for periodic reports about the Red Flags the vendor detected and their response.

14) Each city department involved in the opening of new Records or maintenance of existing Records: Utility Customer Services, Parks and Recreation, and Information Systems shall maintain a complete, accurate, and current internal list of authorized personnel with respect to the appropriate responses in the event of a Red Flag occurring, having occurred or an actual Identity Theft; and

14) Because the City cannot predict all particular circumstances that may arise, City Personnel are requested to be diligent while not compromising customer service in the detection of other possible Red Flags.

UPDATING THE PROGRAM AND THE RED FLAGS

1) This Program will be reviewed and updated annually, or as needed, to reflect changes in risks to customers and the soundness of City Records from Identity Theft. An Assistant City Manager will be designated the Program Administrator and work with the **Red Flag Committee,** an internal City working group to consider the City's experiences with Identity Theft, changes in Identity Theft methods, changes in Identity Theft detection and prevention methods, changes in types of Records, and changes in the City's business arrangements with other entities. To do so, the Red Flag Committee and Program Administrator shall evaluate the effectiveness of the City Identity Theft Prevention Program, effectiveness of the monitoring of the practices of service providers, and will analyze significant incidents of identity theft and city response.

2) After considering these factors and recommendations from the Committee, the Program Administrator will determine whether changes to the Program, including the listing of Red Flags, are warranted. If warranted, the Program Administrator will present the Program and recommended changes to the City Council who will make a determination of whether to accept, modify or reject those changes to the Program.

3) **Note: Each City Department included in the Program shall conduct an annual Needs Assessment to ensure that their operation is current in identifying Red Flags and response protocol. See Appendix F.**

PROGRAM ADMINISTRATION AND TRAINING

1. Oversight.

The City's Program will be overseen by an Assistant City Manager and the Red Flag Committee. Committee members shall consist of the representatives of the City Manager's Office, and all other city Departments that obtain and hold personal identifying information. The Program Administrator will be responsible for the Program's administration, for ensuring appropriate training of staff on the Program, for reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating Identity Theft, determining which steps of prevention and mitigation should be taken in particular circumstances, reviewing and, if necessary, approving changes to the Program.

2. Staff Training and Reports.

City staff responsible for implementing the Program shall be trained under the direction of the Program Administrator, the appropriate Department Head, the Police Department and/or a combination of the above in the detection of Red Flags, and the responsive steps to be taken when a Red Flag is detected. **See Appendix E.** Such training will be sufficient to effectively implement the Program. All training shall be conducted annually and documented. Vendors are required to either report any red flags to the Program Administrator or respond appropriately to prevent and mitigate the crime themselves.

3. Service Provider Arrangements.

The City will take the following steps to ensure the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of Identity Theft.

1) Requiring, by contract, that service providers have such policies and procedures in place;

2) Requiring, by contract, that service providers review the City's Program and report any Red Flags to the Program Administrator; and,

3) Each Department is required to maintain an up-to-date written internal policy as it pertains to their internal security and identity theft.

Patricia Bollmann, Manager
City of Columbia, Utilities and Billing
PO Box 1676
Columbia MO 65205-1676
Phone 573-874-7458
Fax 573-874-7763
E-Mail PAB@gocolumbiamo.com

Appendix A

Finance Department Internal Identity Theft Policy
Utility Customer Services
Effective October 25, 2008

PURPOSE: Establish guidelines consistent with City of Columbia Ordinance

POLICY: Any person or agency requesting information regarding a customer's account must have a demonstrated right to know and present themselves in person with the proper identification.

PROCEDURE:

Customers must identify themselves by the last 4 digits of their SS# before any information may be given on their account. If they can not give the last 4 digits of their SS# no information can be given.

- Telephone requests from the public for phone or social security numbers are always declined
- Persons requesting any information of a personal nature must come in person with picture ID and speak to the Manager/Supervisor.
- Faxed requests for personal information are not acceptable.
- For Realtors or prospective tenants/new homeowners it is acceptable to give information regarding high and low or average utility bills. It is not acceptable to disseminate any personal information in the notes, master file, or payment history.
- Requests for billing information from the file should only be given to the spouse, the significant other, or roommates listed in the master file or notes after they have provided the correct Social Security as verification.
- Governmental agencies; police or prosecutors requesting information should properly identify themselves. These calls should be handled by the Manager or Supervisor or the Collection staff.
- Any discussion of the details of customer's accounts outside of the office is never acceptable for any reason.
- When there is a confidential flag on an account, follow the instructions on the notes

Customer information on master file is password protected.

- Customers are not allowed in CSR Area
- Customer payment agreements are kept in the secure area.
- No paper documents may be left on desks

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Appendix A (cont'd)

Finance Department Internal Identity Theft Policy
Business License Division
Effective October 25, 2008

PURPOSE: Establish guidelines consistent with City of Columbia Code-4 of Ordinances

POLICY: Any person or agency requesting information regarding a business license customer's confidential information in their license file must have a demonstrated right to know and present themselves in person with the proper identification.

PROCEDURE:

Identification of Red Flags

- Mail sent to the license applicant is repeatedly returned as undeliverable.
- Suspicious immigration papers, criminal background check documents and other identification documents that appear to be forged/altered or are not consistent with information provided by the license applicant.
- Receiving information from American DataBank Inc., the company that provides criminal background check services, concerning the inconsistency of a social security number and date of birth of a license applicant.
- The license applicant fails to provide the required personal identifying information (incomplete application).
- Receiving verbal or written information concerning an applicant submitting fraudulent documents.
- Applicant's driver's license photo is inconsistent with the person presenting the documentation.

- Owner of company listed on license application inconsistent with the Missouri Secretary of State records.

Detection of Red Flags

- Require identifying information from all license applicants.
- Verify the applicant's identity in person.
- Review documentation showing the existence of a business entity.
- Verify the identity of applicants, if they request information.

Preventing and Mitigating Identity Theft

- American Databank, Inc. monitors identifying information for inconsistencies in social security number, name, date of birth, and relays this information to the Business License Office.
- The invoices received from American Databank include only the last four digits of the applicants' social security number.
- Applicants' social security number and business gross receipts information are always deleted/blacked out on documents requested from a licensee's file.
- Social security and gross receipts information are never released unless requested by the applicant in person upon providing identification.
- Requests for confidential licensing information from City Police Department staff, Law Department staff, representatives from governmental agencies, etc., are required to obtain this information from the Business Services Administrator after providing identification.
- Inactive business license files are stored in a locked area.
- All Business License staff computers are password protected.
- Computer screens are only visible to the Business License employee when accessing licensing records.
- File cabinets that contain business license records, as well as hotel/motel and cigarette tax records, are locked at the end of each business day. The Business License area is never left unattended during office hours and access to this area is restricted to Business License staff and management.

- Always obtain copy of applicant's driver's license or other picture ID when applying for a license or permit.
- Check immigration papers to ensure validity.
- If an applicant fails to provide the requested personal identifying information, the license or permit application is denied.
- The appearance of altered or forged documents prompts further investigation.
- Double check with Missouri Secretary of State's Office to confirm members of a corporation are consistent with those listed on the application.
- Obtain criminal background check from previous state in which the applicant resided if the applicant has lived in Missouri for less than one year.
- Computer screen darkens or fades out when staff is away from their desks.
- The Business Services Administrator is the only person who can grant access to the business license system.

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Appendix A (cont'd)

Finance Department Internal Identity Theft Policy
Miscellaneous Receivables Accounting Division
Effective October 25, 2008

PURPOSE: Establish guidelines consistent with City of Columbia Code of Ordinances

POLICY: Any person or agency requesting information regarding a miscellaneous receivables customer's confidential information in their miscellaneous receivables file must have a demonstrated right to know

PROCEDURE:

Identification of Red Flags

- Mail sent to the miscellaneous receivable customer is repeatedly returned as undeliverable.
- Suspicious immigration papers, criminal background check documents and other identification documents that appear to be forged/altered or are not consistent with information provided by the miscellaneous receivable customer.
- Receiving verbal or written information concerning a miscellaneous receivable customer submitting fraudulent documents.
- Owner of company listed on miscellaneous receivable customer inconsistent with the MO Secretary of State records.

Detection of Red Flags

- Review documentation showing the existence of a business entity.
- Verify the identity of miscellaneous receivable customer if they request information.

Preventing and Mitigating Identity Theft

- Social security numbers are never requested, used, or stored, in the miscellaneous receivable customer information system

- Requests for confidential miscellaneous receivable customer information files are provided only to city staff that are working with the miscellaneous receivable customer information as required for their department

- Customers' bank account information which is stored in the miscellaneous receivable system is maintained in a secure manner. This information is not disclosed to parties outside the miscellaneous receivable system staff.

- Inactive miscellaneous receivable customer files are stored in a locked area.

- All miscellaneous receivable customer system records are password protected.

- The appearance of altered or forged documents prompts further investigation.

- Computer screen darkens or fades out when miscellaneous receivable staff is away from their desk.

- The Accounting Assistant for miscellaneous receivables is designated as the only person who can grant access to the miscellaneous receivable system

APPENDIX B

Parks and Recreation Records Internal Identity Theft Policy
Effective October 20, 2008

PURPOSE: Establish guidelines consistent with the City of Columbia's Identity Theft Prevention Program.

POLICY: Any person or agency requesting information regarding customer's personal information must have a demonstrated right to know and present themselves in person with the proper identification.

PROCEDURE:

- All credit card and ACH banking information stored in RecTrac database is encrypted throughout the database and cannot be obtained by any user or staff.
- WebTrac (online registration) user name and passwords are set by customer. If customer forgets this information, they must know their security features they set up in order to access such information.
- E-mail and phone requests requesting customer's PIN # for online registration must confirm their mailing address, phone number and security features.
- Faxed requests are not acceptable.
- Refunds and payments are only allowed by the actual customer. There shall be no refunds or transfers of programs by individuals outside the customer's household.
- Governmental agencies; police or prosecutors requesting information must properly identify themselves. These requests should be handled by the Manager or Supervisor.
- Any discussion of the details of customer's personal information outside of the office is never acceptable for any reason.
- Scholarship assistance information shall be stored in a lockable file cabinet. Access to scholarship information shall be limited to those employees requiring access.
- The Department shall maintain an up-to-date list of those employees that are required to have access to personal records.
- Any photocopies made by Manager or Supervisor must have sensitive information (social security number, driver license number) blacked out.

APPENDIX C

Information Systems Internal Identity Theft Policy
Effective April 3, 2008

Relevant excerpts from the
City of Columbia Comprehensive Security Policy
(entire policy may be found online at
http://www.columbia.mo.gov/is/documents/security-policies.pdf)

1.3 Identification and Authentication

1.3.1 Passwords

Passwords confirm that a person is who they claim to be. As such, passwords are extremely important to the security of the City of Columbia Information System. In general, city password policy encourages a balance between complexity, rotation, and user needs. Both lenient and strict policies are generally counter productive to security. This policy instead strives to set standards that, when used together, strike an appropriate balance.

1.3.1.1 Complexity

Passwords should be greater than 8 characters, mix upper and lower case characters, and use symbols. Alternatively, passphrases can be used in the absence of passwords. For example, "AskNotForWhomTheBellTolls" is a very long password and is therefore more difficult to break. Passwords should not be easily guessed. Phone numbers, names of friends, relatives, and pets, and other personal information are generally very easy to guess.

PCI DSS 8.5.10

1.3.1.2 Rotation

Passwords should not resemble previous passwords. For example, "Password12" should not be used if "Password11" has been used before. Where possible, systems and applications should be set to "remember" old passwords and disallow use of passwords that match or are similar to a previous password. Where possible, systems should be set to store the last 10 passwords.

PCI DSS 8.5.12

1.3.1.3 Password Responsibilities of Users

Users are responsible for choosing passwords that are reasonably complex as defined in 1.3.1.1. Users must be able to use their passwords day to day and are therefore responsible for choosing passwords that will be meaningful enough for them to remember. Users are allowed to write down their password if they are unable to remember it. If a user chooses to write down his/her password, he/she must follow these rules:

a) Their user id must not accompany the password

b) The written password must be stored in a locked location to which ONLY the user has access. The written password must never be hidden in an unlocked location.

c) The password should not be disposed of until it is no longer valid. If possible, the user should shred the password.

Users must recognize the importance of password privacy. Users must never share their password with anyone. Users must never ask each other for their passwords. Departments must make sure that business operations are such that users never need to share credentials. IT staff must never ask users for their passwords and users must understand that IT staff will never do so.

1.3.1.4 Creating and resetting passwords

Temporary passwords, whether created due to account creation or password reset, are subject to section 1.3.1.1. A temporary password created for one user should not be the same as a temporary password created for another user. Instead, temporary passwords should be random and unique.

Users should call the Helpdesk to have passwords reset for every system and application. The Helpdesk should generate a temporary password, set the password to expired, and give the user the new password. The Helpdesk should encourage the user to immediately change the password. When passwords are reset the password should never be available to the user in an electronic form. The Helpdesk shall reset the password then give the new password to the user over the phone.

When a user requests a password reset, a work order shall be immediately created before continuing. The technician resetting the passwords shall check the SecTrack application to ensure the user is allowed to use the system for which he/she is requesting the password change. If the user is not authorized to use the system for which he/she is requesting access, the technician shall inform the user that he/she needs access through the SecTrack system and he/she should speak to his/her supervisor. The success or failure of the password reset will be documented in the work order. The temporary password should not be put in the content of the work order.

Users should never be allowed to reset their password without sufficiently proving that they are who they claim to be. Systems and applications that have "Forgot Password" links should direct users to the Helpdesk instead of providing a password reset method. Helpdesk employees must take responsibility for ensuring that the person requesting a password change is who they claim to be.

If the helpdesk employee cannot verify the user's identity, the Helpdesk employee may require the user to provide "cognitive passwords," or answers to questions that only the user is likely to know. A list of questions and their corresponding answers will be maintained by the IT department, and when a user calls with a password reset request, three questions will be chosen at random. The user must be able to answer the cognitive password questions before the password is reset.

PCI DSS 8.5.2, PCI DSS 8.5.3

1.3.1.5 Password expire

Passwords shall expire every 90 days. Once a password is expired, the user shall be required to change it. All systems and applications that support password expiration should enforce this policy.

PCI DSS 8.5.9

1.3.1.6 Password Transmission and Storage

Passwords should be encrypted using hash algorithms whenever stored or transmitted. The password hash algorithm used should be evaluated in accordance with the cryptography policy.

PCI DSS 8.4

1.4.3 User privilege audits

Each system and application should have a user privilege audit at least annually. The audit should consist of two parts:

1) Department confirmation that the requested access on file in SecTrack matches the access the department wishes the user to have.

2) The access given matches the access requested in SecTrack.

Satisfies NERC CIP-003-1 R5.2

1.4.4 Account audits

Each system and application should have an account audit at least annually. The audit may be done in concert with the user privilege audit in 1.4.3. The audit should consist of two parts:

1) Enumeration of all user accounts.

2) Determination that each user account has a valid SecTrack request and that the user is still employed by the city.

NERC CIP-003-1 R5.2

1.5 Accountability and risk mitigation measures

1.5.1 Accountability

Every system and application has an accountability mechanism that differs in some way from the mechanisms of other systems and applications. Each system and applications should be evaluated and accountability mechanisms should be enabled and configured according to risk. The following are general guidelines to implementing accountability across multiple independent systems and applications.

1.5.2 Authentication logging

Systems and applications should, where possible, create log entries for authentication attempts, both successful and failed. Log entries should include user identification, date/time stamp, and the device (machine name and/or IP address) from which the attempt originated.

1.5.3 Review of authentication events

Every system and application should have its logs reviewed regularly for possible security breaches. The frequency and content of the log audits may be different for each system and should be risk based.

1.5.4 Last login information

On systems and applications where capability exists, the user should be presented with details about their last successful login. Details should include time, date, place and any other pertinent information specific to the system or application.

1.6 Administration

1.6.1 Clipping level

Accounts should not allow an infinite number of "tries" until the correct password is used. Instead systems and applications should implement a "clipping level" that locks out accounts once a certain number of failed attempts has occurred for a user id. Systems and applications that have an enforcement mechanism for this policy shall have this value set to no more than 6. If possible, the user should not be aware that their account is disabled, only that their login attempt failed. Systems and applications should lock accounts for no less than 30 minutes.

PCI DSS 8.5.13, PCI DSS 8.5.14

APPENDIX D

Columbia Police Department Notification Procedures
Effective October 24, 2008

City of Columbia Employees will routinely be exposed to situations where Identity theft is a concern. It is imperative that staff follow notification procedures to ensure that the interests of both the City of Columbia and potential victims are protected.

Employees will consistently be discussing account and customer information over the phone or in person. It is imperative that the customer identity be established prior to any account services being provided. Employees, at times, will be given conflicting or false customer information. If the information can not be clarified or substantiated by staff to a reasonable degree, the customer will be required to respond in person and show a valid form of photo I.D. Once employees are reasonably satisfied there are no identity theft concerns, services can be provided.

Employees who continue to suspect the customer of identity theft can request the assistance of the Columbia Police Department. Employees should obtain a detailed description of the suspect and be able to provide a short synopsis of the incident. Officers will respond to investigate, determine if a crime occurred and take appropriate action.

Staff will potentially discover instances of identity theft or will be notified by a customer of the crime. Employees will assist victims of identity theft with necessary information and also assist with the investigation. Employees will provide an "Identity Theft Victim Information" sheet to all potential victims. Any victims who suffer a monetary loss and are seeking potential reimbursement from the city of Columbia will be required to file a police report and assist with prosecution.

Employees will call the Columbia Police Department and an officer will respond to investigate. Staff should be prepared to provide the officer copies of original documents or any other pertinent information that can be used for the investigation. If the City of Columbia suffers a loss from the identity theft incident the officer needs to note this in the police report for potential restitution.

Employees discovering incidents of internal theft should obtain enough information for a preliminary police report. Staff should be prepared to work with investigators and gather the following information:

Case preparation guideline for embezzlement or internal theft cases

Major Crimes Division, Columbia Police Department

No one is more familiar with your bookkeeping methods than you or your accountant. Therefore, it is important that you convey that information in a manner that is easy to understand and follow. In order to assist in the investigation and prosecution of your case, it is requested that you provide documentation in the following format.

Document preparation:

When preparing your documentation, place all of the pertinent information into a three-ringed binder that is designed to hold your information secure. Original documents should be used when compiling your initial folder. Once your original binder has been completed, make three copies. Please retain one copy for your records. The original and **two** copies should be submitted to the police. Once your case has been completed, the original documents will be returned to you. **Please remember that a neat and professional product is very important.**

Overview sheet:

The overview is a "brief" narrative that provides enough details of the case that the reader can obtain a clear understanding of the incident. The following information must be included, but is not limited to:

A. Who discovered the theft and how it was uncovered.
B. Who the suspect is.
C. The dates of when the theft started and ended.
D. The theft amount.
E. How the theft was performed.
F. The names of anyone the suspect made statements to about the theft and what was said.

Narrative sheet:

Please provide a "detailed" explanation of the theft. Please include the same information from the Overview Sheet section, plus an explanation of the supporting evidence, i.e. documents, ledgers, receipts, etc. Note: This section should read like a novel, covering every aspect of the case from beginning to end. Your information may be returned for revision, if this section is not thorough. It is vital that you explain all the supporting documents in this section, so it is clear and easy to understand. All documents must be numbered. Numbering each document makes it easier for the reader to locate information, when you refer to specific figures and page numbers. You may also consider using a highlighter to aid in quick location of figures.

Itemized list

This section is composed of an itemized list of each loss, date of the loss and the supporting document page number. A total loss dollar amount should be included at the bottom of this list.

Supporting Documents:

Include all documents relating to this case, which were explained in the "Narrative" section. **If you have any questions; do not hesitate to call the detective handling your case. The investigative office can be reached at (573) 874-7423.**

Finally, employees discovering incidents of computer related crimes (hacking or similar offenses) or where customer information or employee identity theft is at risk should immediately call the Columbia Police Department to file a report and initiate an investigation. **(Emergency 911; Non-Emergency 442-6131)**

The following Identity Theft Victim Information is what responding police officers provide Identity Theft Victims:

Identity Theft Victim Information

The City of Columbia requires a Police report and cooperation in the prosecution of the person or persons responsible before any reimbursement of losses will be discussed/determined.

Place a fraud alert on your credit reports and review your credit reports:

Equifax	1-800-525-6285 P.O. Box 740241 Atlanta, GA 30374-0241
Experian	1-888-EXPERIAN (397-3742) P.O. Box 9532 Allen, TX 75013
TransUnion	1-800-680-7289 Fraud Victim Assistance Division P.O. Box 6790 Fullerton, CA 92834-6790

When you report to one of these bureaus, they will report to the other two for you, and send you free reports. When you receive your reports, review them carefully. If there are any errors, report that to the credit bureaus by phone and in writing.

Close any accounts that have been tampered with or opened fraudulently, such as credit cards, bank accounts, phone and cell phone accounts, utility accounts, and internet service providers. Either use an Identity Theft Affidavit or ask the company to send you fraud dispute forms if they prefer, if there are fraudulent charges or debits.

The ID Theft Affidavit is to make sure you do not become responsible for debts incurred by the ID thief, so you must provide proof you did not create the debt. You can use the affidavit where a NEW account was opened in your name. Use it ASAP. For EXISTING accounts, your credit company will provide you with their own Dispute forms. The ID Theft Affidavit can be found at www.consumer.gov/idtheft.

If your ATM card is lost, stolen, or otherwise compromised, cancel it. Get a new card and PIN.

If your checks were stolen or misused, close that account and open a new one. Contact the three major check verification companies, and ask that retailers who use their databases not accept your checks.

TeleCheck	1-800-710-9898 or 927-0188

Certegy, Inc.	1-800-437-5120
International Check Services	1-800-631-9656

Call SCAN at 1-800-262-7771 to see if bad checks are being passed in your name.

- **File a complaint with the FTC.**

FTC Toll-free 1-877-IDTHEFT (438-4338), www.consumer.gov/idtheft TDD 202-326-2502

Identity Theft Clearinghouse
Federal Trade Commission
600 Pennsylvania Ave., NW
Washington, DC 20580

- Document everything: Keep originals of all correspondence and documents; send copies as necessary
- Keep a record of everyone you talk to (names, dates, etc.)
- Keep all your files FOREVER! If something happens at a later date, you will be glad you did
- If you believe someone has filed for bankruptcy in your name, write to the U.S. Trustee in the region where it was filed. A list is available on the UST website at www.usdoj.gov/ust/
- If wrongful criminal violations are attributed to your name, contact that law enforcement agency
- Contact the Department of Motor Vehicles at www.dor.mo.gov/ and ask that your files be flagged
- If theft of mail was involved, contact the U.S. Postal Inspection Service at www.usps.gov/websites/depart/inspect
- If phone fraud was involved, contact the Public Utility Commission. If cell phone or long distance service was involved, contact the FCC at www.fcc.gov
- If your social security number was involved, contact the Social Security Administration at www.socialsecurity.gov
- If tax fraud was involved, contact the IRS at www.treas.gov/irs/ci
- **You can find much more information about Identity Theft, with more help and guidance, at the FTC's website at www.consumer.gov/idtheft**
- ***Information provided comes directly from the FTC's website at www.consumer.gov/idtheft***

Appendix E
Identity Theft Training Program
Effective December 1, 2008

Training Protocol

I. Introduction

   a. What is Identity Theft?

II. Red Flag Legislation

   a. The Federal Trade Commission's Red Flag Rule (Implements Section 114 of the Fair and Accurate Credit Transaction Act of 2003, pursuant to 16 C.F.R. 681.2.
   b. Complying with the Red Flag Rule
   c. How flexible is the Red Flag Rule?

III. The City's Identity Theft Prevention Program

   a. Departments who must comply
   b. Examples of Red Flags
   c. What is your role and responsibility?

IV. Identity Theft

   a. What is Identity Theft?
   b. How does it happen?
   c. How do you protect yourself from it?
   d. What do you do if you're a victim?

V. How to Report

   a. Your expectations
   b. Notifying Law Enforcement
   c. Your Assistance if investigation involved
   d. What to do if a Law Enforcement response is not necessary

VI. Resources

Appendix F
Needs Assessment
Effective December 1, 2008

Conducting a Needs Assessment

Opening a New Record

Identify the steps in establishing a new record for a customer.

1) What identification is required? How do you obtain identifying information and verify identity? ____

2) Do they need to make the application in person or can they send in the information in an alternate form? Telephone or other? ____

3) Does the Department use consumer reports in the application process? How? Establish deposit? Approve or deny services? ____

4) Does the Department have policies and procedures that define red flags for identity theft and actions for mitigation? ____

5) What happens to the hand written notes made by the Department Representative in the application process? ____

6) Is the computer screen visible to others during the application process? ____

7) Who has access to data once entered? Does the Department Representative lock computer when not at desk? ____

8) If applicant gives address, bank account, date of birth or social security number verbally to Department Representative, what precautions are taken from others hearing? ____

____

____

9) Once personal identification information is entered by Department Representative, where and how can it later be retrieved? ______________________________

____

10) What safeguards are currently built into the application process? ______________

____

____

____

11) What safeguards would you like to implement? ______________________________

____

____

____

12) Which employees have access to information – is it on a "need to know" basis? _____

____

____

____

13) Is any customer personal information carried into the field on a laptop? __________

____

____

____

Map out the steps that occur when opening a new account. Is customer identification validated? Is so, how? Trace the flow of secured information.

Customer Initial Contact
Service is established

Needs Assessment continued

Monitoring an Existing Record

Identify the possible red flags that may exist in the following procedures:

- ✓ Authenticating transactions for existing customers
- ✓ Monitoring activity/transaction of customers
- ✓ Verifying the validity of change of billing address
- ✓ Does the Department have policies and procedures that define red flags for identity theft and action for mitigation for existing records?

Does your Department use passwords or some form of security access?

____
____
____
____

Describe your process for verifying validating the following:

Check by phone____

Credit Card Number____

Are receipts ever printed? If so, what part of number is exposed?________________

In what manner have customers attempted to fraudulently represent themselves as someone else in a transaction in an existing account?

____

What safeguards are currently built into monitoring existing record(s)?

____
____
____
____

What safeguards would you like to implement?

____
____
____
____

Map out the ways customers, 3rd parties and others access existing Records.

How do you authenticate transactions for existing Records?

Request
Request Fulfilled

After you have mapped out the flow of information, identify possible areas where the protection of secured information could be improved.

EXHIBIT "5"

City's Technical Specifications and iBTR's Responses

Key*	Description
F	**Fully functional**, provided "Commercial Off-The-Shelf (COTS)"
CU	**Customization** (Change to source code required)
CO	**Configuration** (Setup required with built-in tools and procedures but no change to source code is required.)
TP	**Third-Party** (Additional software required to provide Requirement.)
R	Provided with **Reporting** Tool
NA	**Not Available**

The Vendor must complete this checklist by indicating at what level each requirement can be met. Please respond by entering the appropriate **Key** code next to each requirement. Vendors should also use the comments section to further explain how their proposed solution meets the requirement.

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.1 General Application Requirements				
A.1.1	**M**	The vendor shall adhere to WCAG 2.1 Level AA compliance for web hosted solutions and/or SaaS offerings that are web based in accordance with the Americans with Disabilities Act and its implementing regulations and guidance.	CU	PlanSource has implemented portions of WCAG, but currently is not fully compliant.
A.1.2	**M**	The City shall be entitled to any and all **upgraded versions** of the solution covered in the contract.	F	
A.1.3	**M**	The Vendor shall provide **free and timely upgrades** to the software when published.	F	
A.1.4	**O**	If applicable, software fixes and enhancements for other client implementations shall be made available to the City at no charge.	F	
A.1.5	**O**	All patches, upgrades and updates shall be **coordinated** with the City to ensure proper planning and notifications.	NA	As much as possible we keep groups informed of releases and work to consider the impacts.
A.1.6	**M**	The solution shall provide well-defined **change management** processes, including pre-defined all-inclusive migration processes for software releases, operating system upgrades, layered software upgrades, and hardware configuration changes.	F	
A.1.7	**M**	The solution shall support Electronic Data Interchange (EDI).	F	
A.1.8	**M**	The solution shall comply with all current applicable **government standards** and web-	F	PlanSource follows NIST standards for encryption standards.

		based transaction encryption standards identified by the City (i.e. HIPAA, CJIS, NERC/CIP, PCI, etc.)		
A.1.9	**O**	The solution shall provide customizable user interfaces.	CO	
A.1.10	**M**	The software vendor shall provide client support and maintenance with **Service Level Agreements** based on case severities.	CO	We have standard turn-around times and are well known for our quick responses and resolutions. Typically we respond the same business day or within 24 business hours. If an item is urgent we strive to respond within an hour or less during business hours.

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.1 General Application Requirements (continued)				
A.1.12	**O**	Application source code shall be placed in **escrow**.	NA	
A.1.13	**O**	The solution shall provide the ability to maintain and update **non-production environment**(s).	CU	We do have a non-production environment we use to test configuration changes and updates before making them in production. However, some renewals do not require this since they are built on separate Plan Years.
A.1.13	**O**	The solution shall provide the ability to apply software upgrades to non-production environment(s) before applying to a production environment.	CU	
A.1.14	**M**	The solution shall have the capability to present users with **tools which are relevant** in the current context, eliminating or disabling irrelevant tools. It should use progressive disclosure to reveal information as it is needed and give users the option to hide information they don't consider useful.	CU	The users can be setup initially with the needed tools and information. We can hide certain features or information when setting up a user. The user has limited ability to control what they see since it is done up front when the user is setup.
A.1.15	**O**	The solution functionality shall provide intelligent support related to **drop-down table entries**. For example, it should be possible to select items in a list by clicking on the desired choice or typing as much of the item description as is needed to uniquely identify it (similar to the Microsoft Outlook address book). It should be possible to type an exact value into a table-validated field.	F	Employee demographic fields require you to select from a drop-down. Employee search features do allow you to type in search criteria and will populate a list based on your search. There are several data elements you can use to search for employees.
A.1.16	**M**	The solution shall **ensure key data persists** as the user moves from one window (screen) to the next, to minimize re-entry and mistakes.	F	

A.1.17	**O**	The solution shall provide means to **validate data** by checking entered values against a list of valid values maintained in tables by City or service provider personnel.	F	The system has several validations. Employee data and elections being imported have to match configured data options or they will fail. Failure reports are provided upon import of data. The system has validation reports that run monthly and are reviewed to make sure that changing data hasn't caused a validation error. In addition, there are system configuration reports and validations.
A.1.18	**M**	The solution shall allow both interactive and batch entry of data.	F	
A.1.19	**O**	The solution shall accommodate background **(batch) jobs** concurrently without interrupting normal business operations.	F	
A.1.20	**M**	The solution shall **validate all transactions** for errors and provide immediate user feedback, including error messages and possible corrective actions.	CU	All batch processes do provide error reports etc. Manual transactions have more leeway on certain data elements.
A.1.21	**M**	The solution shall provide support for **inter-process communication** including, but not limited to, the following: • *Attachment of standard object types in an object library* • *Cut and paste capability from data fields and screens to other applications.*	F	The system has extensive reporting capabilities including ad hoc reporting with filtering and download support. You can copy and paste screen information into word or another program but it may not format in the best way. Employee history can be downloaded to excel in its entirety to allow for research on who changed a record/object. *Attachment of standard object types in an object library* - We would need a use case or description of this to confirm.
A.1.22	**M**	The solution shall be **compliant** with open standards such as but not limited to SMTP, SNMP, and SFTP.	F	PlanSource uses Microsoft O365 for email which follows open standards. Regarding SFTP, PlanSource follows NIST standards for encryption and uses COTS open source and commercial software for the purposes of SFTP. PlanSource does not expose SNMP externally but follows open source standards for v2 and v3 of SNMP.
A.1.23	**O**	The solution shall contain an **API** to assist with integrations.	F	The system has API capabilities and standard API's with several vendors.
A.1.24	**M**	Software shall run with **least possible privilege**. It should not run as a user that has	F	Users can be setup with limited access depending on the need. We will review in the

		access outside of its need.		impl. Process to ensure we are giving only the necessary access.

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.2 General Database and Reporting Requirements				
A.2.1	**O**	Solution shall support **SQL Server 2017** Standard or above.	F	PlanSource is a multi-tenant application that uses Percona MySQL.
A.2.2	**O**	The solution shall allow **insertion of data** from a third party tool, i.e. Digital Transformation Services (DTS) or SQL Server Integration Services (SSIS), for at least basic setup of tables or synchronization points, i.e. vendor lists, contacts, etc.	CO	
A.2.3	**O**	Additional ad-hoc reporting capabilities shall be available utilizing **Crystal Reports or SSRS** (SQL Server Reporting Services).	F	System has it's own reporting tools. SQL is not necessary to pull data.
A.2.4	**M**	The solution shall use and maintain a ***primary key*** across all Databases / Tables.	F	
A.2.5	**M**	The solution shall utilize appropriate database rules and constraints to enforce and maintain **referential integrity**.	F	PlanSource's SaaS application relies on the application middleware for most of the processing, stored procedures are used sparingly. With regard to referential integrity, PlanSource relies on multiple replicas, and multiple backups to ensure no loss of data occurs (not all key values are foreign keys).
A.2.6	**M**	The solution shall provide for **simultaneous** access to data by concurrent users.	F	
A.2.7	**O**	The solution shall provide standard structured query language (**SQL**) capabilities for database queries.	F	Internal to PlanSource only for a fee. However, clients rarely need this since the reporting tool serves this need with it's filtering and ad hoc reporting capabilities.
A.2.8	**O**	The solution shall provide the ability to **lock** database records at a row and column level.	F	MySQL does have the ability to lock rows at column level. Legal holds are performed at the middleware layer.
A.2.9	**O**	The solution shall allow for **data replication** for disaster recovery.	F	

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.3 General Infrastructure Requirements				
A.3.1	**M**	The solution shall operate on a platform which provides **extensibility, redundancy, scalability, reliability and connectivity**.	F	
A.3.2	**M**	The solution shall use **TCP/IP** and subsequent standards as approved by IEEE as the standard network protocol.	F	
A.3.3	**O**	The solution shall integrate with the City's **Active Directory (Federated) Services / LDAP** for Single sign-on.	CO	** Highly desired ** The system has SSO capabilities and can be configured to connect. PlanSource does not support direct LDAP SSO. We do support SAML 2.0 SSO, which most O365 and other customers use.
A.3.4	**O**	The solution shall provide email integrations via **SMTP/S.**	F	PlanSource uses Microsoft O365 for email which follows open standards.
A.3.5	**O**	The solution shall support dynamic **load balancing** and automatic fail-over between multiple servers.	F	
A.3.6	**M**	The solution shall maintain data integrity to **mitigate data loss** and/or corruption.	F	PlanSource relies on multiple replicas, and multiple backups to ensure no loss of data occurs. This includes replication to an AWS (us-west – Oregon) MySQL database.
A.3.7	**M**	The solution shall accommodate **unattended backup** of critical system tables, transaction logs, files, operating system and other information by allowing full, incremental and live backups.	F	PlanSource relies on multiple replicas, and multiple backups to ensure no loss of data occurs. This includes replication to a AWS (us-west – Oregon) MySQL database.
A.3.8	**M**	The solution shall be able to accommodate recovery practices (**restore from backup**) in the event of a qualifying data event.	F	PlanSource has DR/BCP Policy and plan that is tested annually.

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.4 General Workstation / Hardware Compatibility Requirements				
A.4.1	**M**	The solution shall support, at a minimum, 32-bit IBM-compatible, 16 GB RAM, 250 GB hard drive personal computer (desktop or laptop) with **Microsoft Windows 10** operating system.	NA	PlanSource is a SaaS platform and has no hardware requirements of customers. We do require a modern browser and internet access.
A.4.2	**M**	The solution shall be compatible with **Trend Micro Apex One 2019** anti-virus software.	NA	PlanSource is a SaaS platform and has no hardware requirements of customers. We do require a modern browser and internet access.
A.4.3	**M**	If accessed from a browser, the solution shall	F	

		be compatible with **Chrome**, FireFox, or Microsoft Edge. Vendor must provide list of compatible versions and any other items related to browser-based solutions.		
A.4.4	**O**	The City utilizes Google Workspace Apps and **Gmail**. The solution shall be able to interface with these technologies.		Additional clarification needed on what is meant by 'interface'.
A.4.5	**O**	If scanners are required, the solution shall be compatible with TWAIN **scanners.** The city currently utilizes the following: • Canon DR-2580C, DR-M140 • EPSON DS-510, ES-400	NA	
A.4.6	**O**	If printing is required, the solution shall be compatible with the following **printers**: • CANON / Image Runner C5235 • CANON / iR-ADV C9280-A2 • HP Color LaserJet M750 • HP Color LaserJet MFP 400, M476dn, M570DN, M680 • HP LaserJet M630, M652dn • HP LaserJet MFP M4345, M4555, M830z • Sharp MX-3071, MX-4071, MX-4072, MX-B476W, MX-M3071, MX-M3571, MX-M4071	F	
A.4.7	**M**	The software shall run as standard user (without administrative privileges)	F	
Req. No.	**Mandatory/ Optional Requirement**	**Requirement**	**Key***	**Comments**
A.5 General Security Requirements				
A.5.1	**M**	The solution shall provide the capability to support **public/private key encryption**.	NA	PlanSource as a multi-tenant SaaS application does not support customer keys. We can support PGP keys for transfer of customer data.
A.5.2	**M**	Vendor shall **encrypt** City data while in storage (at rest), in transit, on backup media, and provide decryption means.	F	PlanSource uses an EMC SAN on premise that encrypts as AES-256. AWS encrypts at AES-256. The MySQL database is stored on an encrypted platform.
A.5.3	**M**	The solution shall provide an **audit trail** for tracking changes for what was changed, who made the change, and when the change was made. Including but not limited to the following: • *Applications* • *User Access* • *Database Modifications*	F	
A.5.4	**M**	The solution shall disable a user account if a	F	

		defined number of **unsuccessful login attempts** are made within a defined time period.		
A.5.5	**M**	The solution shall automatically log users off of the application running on a workstation after a defined period of **inactivity** on that workstation.	F	
A.5.6	**O**	The solution shall provide **security control**, audit and setup capabilities for the system administrator.	NA	PlanSource Benefits does have role-based access so that an auditor can review the online portion of the platform
A.5.7	**M**	The system administrator shall be able to establish new users, remove users, update users, lock users and to set **security access** rights for users that both restrict and allow access to solution capabilities.	F	
A.5.8	**O**	The solution shall support multi-factor authentication.	F	
A.5.9	**M**	The solution shall not transmit, display or store User ID's or passwords in **clear text**.	F	
A.5.10	**M**	System account names shall be unique. Passwords should meet minimum complexity standards as defined by the City. Length: 15; Requires 1 lower case, 1 upper case, 1 number and 1 special character.	CO	PlanSource Benefits supports customers specifying their own password complexity if using the native IAM. This includes MFA options (4 in total).
A.5.11	**M**	**The solution shall never use default user names and passwords, including hard-coded accounts.**	F	
A.5.12	**M**	The vendor shall not deploy services to the City of Columbia where system accounts are shared with other entities.	F	

Req. No.	**Mandatory/ Optional Requirement**	**Requirement**	**Key***	**Comments**
A.6 Cloud Hosted / SaaS Requirements (complete if applicable)				
A.6.1	**M**	The solution **high availability** standard shall be greater than or equal to 99.99%.	F	
A.6.2	**M**	The solution shall include at minimum, a **256-bit** encrypted SSL Certificate from a Certificate Authority (not self-signed).	F	
A.6.3	**M**	**All data must remain in the Continental United States** of America, including replication, backups and off-site storage.	F	
A.6.4	**M**	The solution must be **hosted** within the Continental United States of America.	F	
A.6.5	**M**	All City data stored in the cloud is the **property of the City**. Data shall remain accessible, queryable and exportable during	F	

		the duration of the agreement.		
A.6.6	**M**	Vendor shall work with City to provide all data in an acceptable format upon termination of the agreement. Data housed by vendor or its hosting provider shall be destroyed within 30 days and a certificate of destruction provided as verification.	F	There may be additional fees for specific formatted data. Most clients are able to pull what they need from the reporting tool.
A.6.7	**O**	Vendor shall respond to **records requests** within the timeframe stated in the agreement. The vendor shall accept liability if the records request is not fulfilled in the agreed upon timeframe.	F	Self-service reporting available and if needed we will assist and meet deadlines as agreed upon.
A.6.8	**O**	All cloud deployments that are intended to perform a service for our customers shall be deployed using City of Columbia owned **domain names**. The vendor shall not expect to maintain DNS records belonging to the City.	F	PlanSource provides a fully qualified URL for you to use. That is all that is required.
A.6.9	**O**	Vendor shall provide the **IP addresses** used for City of Columbia domain name service prior to deployment. The vendor shall not change the IP addresses used with a frequency of greater than once per year. The vendor shall notify the City IT department in writing on official letterhead 30 days in advance of any IP address changes.	F	PlanSource provides a fully qualified URL for you to use. That is all that is required.
A.6.10	**O**	Vendor shall conform to the City's DKIM and DMARC requirements for email. SPF record needs to be limited to certain IP's or be sent from a como.gov subdomain.	CO	Detailed requirements will be reviewed upon request. PlanSource can fully integrate with your DKIM and DMARC requirements.
A.6.11	**O**	Vendor shall take all reasonable precautions to ensure that **SPAM** is not sent using the CoMo.gov domain or from any IP address under vendor control that has been associated with the CoMo.gov domain.	F	
A.6.12	**M**	Vendor shall react to **email abuse** reports in a timely manner.	F	
A.6.13	**M**	Vendor shall conduct **regular security audits** of their solution. The security audits shall include internal and external review of solution security and the security of all code used by the vendor. The vendor shall react promptly to mitigate the vulnerabilities identified by security audits.	F	PlanSource performs at least annually a SOC 2 type 2 audit report, an HIPAA assessment, and an ISO-27001 certification.
A.6.14	**M**	Vendor shall apply all **system patches** within 30 days of release. Critical system patches shall be applied immediately after testing.	F	PlanSource has a Patch and Vulnerability management program that applies patches on a regular basis based upon severity of the issue.

Req.	**Mandatory/**	**Requirement**	**Key***	**Comments**

No.	Optional Requirement			
A.6 Cloud Hosted / SaaS Requirements (continued)				
A.6.15	**M**	Vendor shall have a 24x7x365 method for reporting and correcting discovered **vulnerabilities**. Vulnerabilities should be prioritized and corrected based on the risk vulnerability exploitation would pose to its customers. Vulnerability mitigation efforts should be tested by the vendor, as appropriate, prior to their release.	F	
A.6.16	**M**	Vendor shall take responsibility for **security incident handling** if their solution is compromised.	F	
A.6.17	**M**	Vendor shall immediately notify the City of any **breaches** and will advise what information has been compromised. If this information is later found to be inaccurate the cloud vendor will immediately notify the City with the correct information.	F	
A.6.18	**O**	If investigation, containment, and eradication efforts by the City incur costs while fault lies with the vendor, the vendor shall assume the costs.	CO	This would need to be reviewed on a case by case basis. We can discuss during contract negotiations.
A.6.19	**M**	Vendor shall provide their **incident response plans**. Response plans will include procedures for both security and disaster incident response.	F	PlanSource is a multi-tenant SaaS application. We currently do not provide customers with an incident response plan, this is covered in our SOC 2 and ISO-27001 by the auditors.

eq. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.7 On-Premises (Hosted by City) Requirements (complete if applicable)				
A.7.1	**M**	All data for the solution shall be **directly accessible** with major industry standard data access tools for use in reporting and integration with other City systems.	NA	
A.7.2	**O**	Production and non-production databases shall remain **separate** and not reside on the same database server.	NA	
A.7.3	**O**	The solution shall be Open Database Connectivity (**ODBC**) compliant.	NA	
A.7.4	**O**	The solution shall provide documented **best practices** including but not limited to optimum database and client maintenance.	NA	
A.7.5	**M**	The solution shall be able to run on a minimum of **VMWare ESXi 7** virtual infrastructure.	NA	
A.7.6	**M**	The solution shall be able to run on **Windows Server 2019** Standard or above.	NA	
A.7.7	**M**	The solution shall support, at a minimum, **64-**	NA	

		bit back-end (server) processing including but not limited to multiprocessors and multi-threaded processes.		
A.7.8	**M**	The solution shall be compatible with Trend Micro Apex One 2019 **anti-virus software**. Please list exceptions or concerns in comments.	NA	
A.7.10	**M**	The solution shall permit **operating system patching and updates**, and allow for a system restart when a patch or update requires it.	NA	
A.7.11	**M**	**Remote vendor access** for support shall be accomplished through secured methods.	NA	
Req. No.	**Mandatory/ Optional Requirement**	**Requirement**	**Key***	**Comments**
A.8 Implementation, Training and Support Requirements				
A.8.1	**M**	Vendor shall include in the **Implementation Plan** the ways and means of how the implementation shall be managed, including, but not limited to schedule, risk, and quality.	F	
A.8.2	**M**	Vendor shall include in the Implementation Plan the descriptions of the **vendor roles** and responsibilities during the solution implementation.	F	
A.8.3	**M**	Vendor shall include in the Implementation Plan the descriptions of the **City's roles** and responsibilities during the solution implementation.	F	Typically outlined in the contract as well.
A.8.4	**M**	Vendor shall state in the Implementation Plan **assumptions and expectations** for both the vendor and City stakeholders, in order to reduce any and all ambiguity during the implementation.	CO	We provide this as a standard and are happy to customize the details for you as needed.
A.8.5	**M**	Vendor shall include in the Implementation Plan the process for **loading data** into reference tables, such as users, roles, etc.	CO	Will discuss to ensure you have the details you need during implementation.
A.8.6	**O**	Vendor shall include in the implementation plan any **conversion** services required.	F	
A.8.8	**M**	Vendor shall provide application **support** by phone (toll-free) and email during normal business hours (8:00 A.M. - 5:00 P.M.CST, M-F).	F	Because long distance charges are usually not billed separately, we don't typically provide an 800 number. However, we can add it if needed. You will have direct phone number & email contact information for your team, leadership resources, and business development resources as needed.
A.8.9	**O**	Vendor **training** should not be done on production systems/data.	CO	The system has functionality to allows us to have test records in the production system for

				testing and training. We can also utilize the staging system if requested.
A.8.10	**M**	Vendor shall provide a comprehensive description of the ***technical*** **training** available to the City for the solution.	F	
A.8.11	**M**	Vendor shall provide a comprehensive description of the ***functional*** **training** available to the City for the solution.	F	

FUNCTIONAL REQUIREMENTS – EXHIBIT J

Key*	Description
F	**Fully functional**, provided "Commercial Off-The-Shelf (COTS)"
CU	**Customization** (Change to source code required)
CO	**Configuration** (Setup required with built-in tools and procedures but no change to source code is required.)
TP	**Third-Party** (Additional software required to provide Requirement.)
R	Provided with **Reporting** Tool
NA	**Not Available**

The Vendor must complete this checklist by indicating at what level each requirement can be met. Please respond by entering the appropriate **Key** code next to each requirement. Vendors should also use the comments section to further explain how their proposed solution meets the requirement.

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.1 General Application Requirements				
A.1.1	**M**	Online enrollment during open enrollment for new hires and qualifying events	F	
A.1.2	**M**	Decision support tool during new employee enrollment and open enrollment	F	
A.1.3	**M**	Billing support	F	
A.1.4	**O**	Performance Management system	NA	
A.1.5	**M**	Customized employee portal with client specific branding	F	
A.1.6	**M**	Ability to track primary and contingent beneficiaries	F	
A.1.7	**M**	Ability to make retroactive adjustments to benefit elections, eligibility, and start and end dates. System ability to notify insurance companies via EDI of these retroactive adjustments	F	

A.1.8	**M**	Ongoing administration and reporting	F	
A.1.9	**M**	Dedicated customer service and ongoing support for dynamic workforce and eligibility criteria	F	iBTR's dedicated Plansource service team will provide ongoing support to the City of Columbia's HR and Benefits Team. Additionally, iBTR offers direct technology and benefits support to employees through email and phone via the iBTR Employee Resource Center. Additional PEPM costs apply for Resource Center support.

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.2 General Database and Reporting Requirements				
A.2.1	**M**	Flexible reporting capabilities with the ability to run both standardized and custom reports, preferably in excel format	F	
A.2.2	**O**	Enrollment option via mobile app	F	Plansource is fully mobile/web enabled. There is not a separate app.
A.2.3	**M**	At least weekly electronic data interchange (EDI) with Anthem	CO	
A.2.4	**M**	At least weekly electronic data interchange (EDI) with Delta Dental	CO	
A.2.5	**M**	At least weekly electronic data interchange (EDI) with Delta Dental Vision	CO	
A.2.6	**O**	At least weekly electronic data interchange (EDI) with The Standard	CO	
A.2.7	**O**	Electronic data interchange (EDI) with other vendors	CO	
A.2.8	**M**	At least weekly bi-directional electronic data interface with HRIS	CO	
A.2.9	**O**	Notification to vendors of retroactive adjustments via EDI feeds	CO	
A.2.10	**M**	A test environment for thorough testing and evaluation of the software's functionality, usability, and compatibility with existing systems before full implementation.	F	
A.2.11	**M**	A document repository. Prefer an interface with LaserFiche	F	

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.3 Performance Management Tool (optional)				

A.3.1	**M**	Ability to conduct periodic performance reviews, including self-assessment, supervisor assessment, and peer feedback	NA	A Performance Management Tool is not included in iBTR's offering.
A.3.2	**M**	Customizable performance rating scales and evaluation criteria.	NA	
A.3.3	**M**	Capability to set and track individual goals	NA	
A.3.4	**M**	Support for cascading goals from organizational objectives to individual performance goals.	NA	
A.3.5	**M**	Tools for facilitating ongoing feedback between employees and supervisors	NA	
A.3.6	**M**	Options for both formal and informal feedback channels	NA	
A.3.7	**O**	Integration with learning management system (LMS) for training and development initiatives	NA	
A.3.8	**O**	Features to identify skill gaps and recommend learning resources	NA	
A.3.9	**M**	Comprehensive reporting capabilities to track performance metrics and trends.	NA	
A.3.10	**M**	Customizable dashboards and analytics tools for data visualization	NA	
A.3.11	**M**	Compatibility with existing IT infrastructure and systems	NA	
A.3.12	**O**	Support for mobile devices	NA	
A.3.13	**M**	Ability to integrate with other HRIS system(s)	NA	
A.3.14	**M**	Availability of training resources (i.e. user manuals, online tutorials, training sessions)	NA	
A.3.15	**M**	Procedures for system updates, patches, and maintenance	NA	
A.3.16	**M**	A document repository. Prefer an interface with LaserFiche	NA	

EXHIBIT "6"

City's RFP

city of Columbia

SOLICITATION NO.: Request for Proposal (RFP) 144/2024
BUYER: Patrick Doll
PHONE NO.: (573) 817-5005
E-MAIL: patrick.doll@como.gov

TITLE: ONLINE BENEFITS AND PERFORMANCE MANAGEMENT SERVICES

ISSUE DATE: 7/12/2024

RETURN PROPOSAL NO LATER THAN: 7/25/2024 AT 5:00 PM CENTRAL TIME (END DATE)

OFFERORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH THE CITY'S E-BIDDING WEBSITE BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type **Solicitation Number** and **End Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing Division office (701 E. Broadway, 5th Floor) by the return proposal date and time.

	(U.S. Mail)		(Courier Service)
RETURN PROPOSAL TO:	**CITY OF COLUMBIA PURCHASING**	**or**	**CITY OF COLUMBIA PURCHASING**
	PO BOX 6015		**701 E. BROADWAY, 5th FLOOR**
	COLUMBIA MO 65205		**COLUMBIA MO 65201**

CONTRACT PERIOD: Effective Date of Contract through One (1) Year

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

City of Columbia, Human Resources Department
600 E Broadway
Columbia, MO 65201

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein. The offeror further agrees that the language of this RFP shall govern in the event of a conflict with their proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Purchasing Division or when a Contract is signed and issued by an authorized official of the City of Columbia, a binding contract shall exist between the offeror and the City of Columbia.

SIGNATURE REQUIRED

OFFEROR NAME	
MAILING ADDRESS	
CITY, STATE, ZIP CODE	

CONTACT PERSON	**EMAIL ADDRESS**
PHONE NUMBER	**FAX NUMBER**
OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___IRS Tax-Exempt	
AUTHORIZED SIGNATURE	**DATE**
PRINTED NAME	**TITLE**

1. INTRODUCTION AND GENERAL REQUIREMENTS

INTRODUCTION:

This document constitutes a request for competitive, sealed proposals for the provision of online benefits and performance management services for the City of Columbia, Missouri (hereinafter referred to as City) as set forth herein.

Organization - This document, referred to as an RFP, is divided into the following parts:

1) Introduction and General Information
2) Scope of Work and Technical Specifications
3) Proposal Submission Information
4) Pricing Page(s)
5) Exhibits A – J

Terminology/Definitions: Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply.

- Addendum/Amendment means a written, official modification to an RFP.
- Attachment applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- Proposal end date and time and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- Offeror means the supplier, vendor, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- Buyer means the procurement staff member of the Purchasing Division. The contact person as referenced herein is usually the buyer.
- Contract means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- Contractor means a supplier, offeror, person, or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- Exhibit applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified end date and time.
- Request for Proposal (RFP) means the solicitation document issued by the Purchasing Division to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes all pricing pages, exhibits, attachments, and addendums thereto.
- May means that a certain feature, component, or action is permissible, but not required.
- Must means that a certain feature, component, or action is a mandatory condition.
- Pricing Page(s) applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The Pricing Pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal end date and time.
- Shall have the same meaning as the word must.
- Should means that a certain feature, component and/or action are desirable but not mandatory.

BACKGROUND INFORMATION:

Current System
The current on-line enrollment system in place is Employee Navigator. It was implemented in 2023 to be used during Open Enrollment. The City uses MUNIS/ERP for their payroll in-house, with no connectivity to carriers.

Open Enrollment

We have not yet determined if open enrollment will be active or if current elections will be loaded so employees simply have to go on-line and review their election data and confirm for the new year.

Eligibility
There are approximately 1,250 full-time, active/cobra employees and retirees enrolled in the medical plan out of approximately 1,360 total eligible employees. Please base pricing assumptions on this number.

- Classification of Employees: All permanent employees actively working 20 hours per week; 2 employees w/Family Coverage (both employees work for the City and one of them carries family coverage and/or makes the full family HSA contribution); permanent part-time employees; pre-65 retirees; post-65 retirees
- Classification of Dependents: Eligible dependents are covered to age 26, end of the calendar year; there is also coverage for Domestic Partners
- There are currently 3 medical plans, each with 5 tiers of coverage for active employees: employee only, employee + spouse, employee + children, employee + family, and 2 City employees married/domestic partner w/full family
- Pre-65 Retirees are offered the same 3 medical plans as active employees; however, they are only offered the first 4 tiers referenced above at different cost sharing amounts
- One of the plan options (highest cost PPO) is closed to new participants and the other two plans (PPO and QHDHP) are open
- Pre-65 Retirees are offered medical, dental and vision plans with their own set of rates
- Post-65/Medicare Retirees are offered coverage through United American/ESI
- Active/pre-65 Medical plans are self-funded and the rest are currently offered as fully insured products.
- Dental has contribution rates for employees who are .75 FTE and higher, .74 FTE or lower, and pre-65 retirees
- Vision is a voluntary benefit and paid 100% by employee/pre-65 retiree
- Basic Life/AD&D plan is provided by the employer and includes three Dependent Basic Life benefit options that are voluntary.
- Voluntary Life is a multiple of salary, but capped at the max GI amount even if it is not a multiple of salary
- Worksite Benefits are also offered: Critical Illness, Accident, Hospital Indemnity
- There are some variable hour employees.

Current Benefits and Carriers

Line of Coverage	Carrier	Renewal Date
Medical • $750 • $1,500 • $3,200 HSA	Anthem	1/1/2026
Rx	Anthem	1/1/2026
Stop Loss	Anthem	1/1/2025
Dental	Delta Dental	1/1/2026
Voluntary Vision	Delta Dental	1/1/2026
Basic Life/AD&D and Voluntary Life	Anthem	1/1/2026

LTD	Anthem	1/1/2026
Medicare Retiree Medical/Rx	United American/ESI	1/1/2025
Critical Illness / Accident/ Hospital Indemnity	Anthem	1/1/2026
FSA	ASI Flex	
EAP	ComPsych	
COBRA	Anthem	
Payroll	In-House/MUNIS/ERP	
FMLA	FMLASource	
Ben Admin	EmployeeNavigator	

Consultant Appointment
CBIZ Benefits and Insurance Services, Inc. (CBIZ) is City of Columbia, MO's appointed consultant/broker on specified health/welfare and employee benefits programs and functions as a benefit outsource service.

Although an attempt has been made to provide accurate and up-to-date information, the City of Columbia, Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

SCHEDULE OF ACTIVITIES:

DATE	ACTIVITY
7/19/2024	Close of written *Requests for Additional Information*
7/22/2024	Written responses to *Requests for Additional Information* sent to all
7/25/2024	Request for Proposal is due by 5:00 p.m. CST
10/1/2024	Contract Start Date
The above dates are target dates and may change.	

PROPOSAL SUBMISSION:

Proposals may be submitted in a sealed envelope at the purchasing office **or** uploaded electronically on the City's E-bidding website. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Finance Department, Purchasing Division, 701 E. Broadway, 5th Floor, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. The proposal must be in sealed envelopes and marked in bold letters "RFP 144/2024 – ONLINE BENEFITS AND PERFORMANCE MANAGEMENT SERVICES."

QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL:

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to the name below. You are encouraged to submit your questions via e-mail.

Patrick Doll – Assistant Purchasing Agent

Phone: (573) 817-5005
E-mail: patrick.doll@como.gov

Any oral responses to any question shall be unofficial and not binding on the City of Columbia. An Addendum to this RFP providing the City of Columbia's official response will be issued if necessary to all known prospective offerors. Questions must be submitted no later than 5:00 p.m. on July 19, 2024.

This written *Request for Additional Information* will take place of the normal Pre-Proposal Conference.

VALIDITY OF PROPOSALS:

Offerors agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

REJECTION OF PROPOSALS:

The City of Columbia reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City of Columbia to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

WITHDRAWAL OF PROPOSALS:

Any offeror may withdraw his or her proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for the receipt of proposals.

ALTERATION OF SOLICITATION:

The wording of the City of Columbia's solicitation may not be changed or altered in any manner. Offerors taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City of Columbia, whose decision will be final.

RESPONSE MATERIAL OWNERSHIP:

All material submitted regarding this RFP becomes the property of the City of Columbia. Any person may review proposals after the Agreement has been issued, subject to the terms of this solicitation.

INCURRING COSTS:

The City of Columbia shall not be obligated or be liable for any cost incurred by offerors prior to issuance of an Agreement. All costs to prepare and submit a response to this solicitation shall be borne by the offeror.

COLLUSION CLAUSE:

Any agreement or collusion among offerors and prospective offerors to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such offerors void.

CONTRACT DOCUMENTS:

The final agreement between the City of Columbia and the offeror will include by reference:

- Offeror's Response to the RFP
- The City Issued RFP with any addendums

Any changes, additions or modifications hereto will be in writing and signed by the Purchasing Agent. No other individual is authorized to modify the agreement in any manner.

FUNDS:

Financial obligations of the City of Columbia payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to the City of Columbia.

LEGAL TERMS AND CONDITIONS:

Please review and complete the legal terms and conditions checklist contained in Exhibit I. The contract will be fully negotiated after a vendor is selected by the City of Columbia. Responses to the contract terms checklist outlined in Exhibit I may be considered in the selection process and such terms shall be included in the final contract. The contract terms and conditions, substantially in the form contained therein, are expected to be agreed to by the vendors as part of contract negotiations. Exceptions must be explicitly noted in the vendor's proposals in the checklist forms provided. Lack of exceptions listed on the checklist shall be considered acceptance of all of the legal terms and conditions as presented in this RFP.

2. SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS

PERIOD OF SERVICE:

At this time, it is the intent of the City to implement a system with a January 1, 2025 go live date. The majority of their employee benefits are not scheduled to renew until 2026, so there should be limited benefit changes ahead of the rollout of the new system.

Contract Period: The original contract period shall be as stated in the agreement/contract or notice of award. In the event the Purchasing Division exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of the agreement/contract.

Renewal Periods: If the option for renewal is exercised by the Purchasing Division, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated herein.

> If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
>
> In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the city determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the city may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

SCOPE OF SERVICES:

The contractor shall provide the following at a minimum:

1. Online Enrollment during OE period and on an ongoing basis for new hires and qualifying events
2. Decision Support Tool
3. At least weekly electronic data interchange (EDI) with various vendors (described below)
4. At least weekly bi-directional electronic data interface with the client's HRIS
5. Ongoing administration and reporting
6. Billing support
7. Performance Management Tool
8. Dedicated customer service and ongoing support for a dynamic workforce and eligibility criteria

OBJECTIVES, PRIOR CHALLENGES AND KEY INFORMATION

- The contractor or system shall have the ability to go into the administrative system and make retroactive adjustments to benefit elections, eligibility and start and end-dates (up to the limit defined by each insurance contract, typically 90 days). The contractor shall indicate if the system has the ability to notify insurance companies (via EDI) of these retroactive adjustments.
- The system must have the ability to track beneficiaries both primary and contingent.
- The contractor's system must be easy to use and flexible reporting capabilities with the ability to run both standardized and customized reports, preferably in excel format as an option.
- The contractor's system shall allow employees to utilize a Decision Support Tool during open enrollment.
- While not required, the City prefers that City employees have the ability to enroll via a mobile app in addition to a web-based option in the contractor's system.

- The contractor's system must allow for the City to customize the employee portal with client specific branding.
- The contractor's system shall have established EDI feeds with as many vendors as is possible.
- It's preferred the contractor's system should consider a Performance Management System along with the benefit enrollment/administration system.
- A test environment for the online benefits and/or performance management software shall be provided. This environment must allow for thorough testing and evaluation of the software's functionality, usability, and compatibility with our existing systems before full implementation.

3. PROPOSAL SUBMISSION INFORMATION

SUBMISSION OF PROPOSALS:

On-line Proposal - If a registered offeror is responding electronically through the City of Columbia Bidding System website, in addition to completing the pricing, the registered offeror should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered offeror, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Be sure to include the solicitation/bid number, company name, and a contact name on any electronic attachments.

In addition, a registered offeror may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.

If a registered offeror submits an electronic and hard copy proposal response and if such responses are not identical, the offeror should explain which response is valid. In the absence of an explanation, the City of Columbia shall consider the response which serves its best interest.

Hard Copy Proposal - If the offeror is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the offeror should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

Recycled Products - The City of Columbia recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.

Open Records - Pursuant to section 610.021, RSMo, the offeror’s proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Purchasing Division imaging system.

The scanned information will be available upon request from the Purchasing Division. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.

In preparing a proposal, the offeror should be mindful of document preparation efforts for scanning purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror’s sole responsibility to submit information related to the evaluation categories and that the City of Columbia is under no obligation to solicit such information if it is not included with the proposal. The offeror’s failure to submit such information may cause an adverse impact on the evaluation of the proposal.

The proposal should be page numbered.

The signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.

Each section should be titled with each individual evaluation category and all material related to that category should be included therein.

Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

The buyer may be contacted via e-mail or phone as shown on the first page.

Only those questions which necessitate a change to the RFP will be addressed via an addendum to the RFP. Offerors are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be addressed.

Joint Venture or Co-Counsel Response – If the proposal is being submitted in conjunction with another entity or law firm (similar to a joint response, joint venture, or co-counsel), there can be only one (1) response submitted in response to the Request for Proposal by the entities/firms involved. Therefore, only one (1) entity/firm must be designated as lead and must be designated as the official offeror for purposes of submitting the proposal. Such lead offeror and contractor, if awarded the contract), must be the only party officially signing and submitting the proposal as well as serving as the official signatory for the joint venture or co-counsel.

COMPETITIVE NEGOTIATION OF PROPOSALS:

The offeror is advised that under the provisions of this Request for Proposal, the Purchasing Division reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply**:**

Negotiations may be conducted in person, in writing, or by telephone.

Negotiations will only be conducted with potentially acceptable proposals. The Purchasing Division reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer if necessary.

Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The mandatory requirements of the Request for Proposal shall <u>not</u> be negotiable and shall remain unchanged unless the Purchasing Division determines that a change in such requirements is in the best interest of the City of Columbia.

EVALUATION AND AWARD PROCESS:

After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contract(s) shall be awarded to the lowest and best proposal(s). The City of Columbia reserves the right to reject any or all proposals, to negotiate with any offeror considered qualified, or to make multiple or single award(s) without further discussion.

Evaluation Criteria Scoring Category	Maximum Points
Financial – Competitive Pricing, both initial and renewal	40 points
Offeror’s Experience, Reliability, Expertise of Personnel	25 points
Method of Performance	35 points
TOTAL	**100 points**

After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the evaluation committee. In addition, the offeror may be asked to make an oral presentation and product demonstration of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Purchasing Division.

EVALUATION OF COST:

Pricing – The offeror must provide pricing for all line items as required on the Pricing Page.

Objective Evaluation of Cost – The cost evaluation shall be based upon the sum of the firm, fixed prices of lines 1-5, and 7 stated on the Pricing Page for the original contract period and each potential renewal period. Line item 6 shall be evaluated subjectively within the method of performance criteria scoring.

Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \text{Maximum Cost Evaluation points (40)} = \text{Assigned Cost Points}$$

The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The City of Columbia makes no guarantee regarding the accuracy of the quantities stated nor does the City of Columbia intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.

EVALUATION OF OFFEROR’S EXPERIENCE, RELIABILITY, EXPERTISE, AND METHOD OF PERFORMANCE:

Experience and reliability of the offeror and expertise of the offeror’s personnel will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror’s organization, information documenting the offeror’s experience in past performances related to the requirements of this RFP, and information documenting the qualifications of the personnel proposed by the offeror to perform the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor.

> Offeror Information - The offeror should provide information about the offeror’s organization on Exhibit A.
>
> Experience - The offeror should provide information related to previous and current services/contracts of the offeror or any proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.
>
> As part of the evaluation process, the City of Columbia may contact the offeror’s references, including references not listed or identified within the offeror’s proposal but who have current or previous experiences with the offeror.

The offeror shall agree and understand that the City of Columbia is not obligated to contact the offeror’s references.

Personnel Expertise - The offeror should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. The offeror may also submit resumes for such key personnel.

The information should identify any relevant qualifications and experience of the person in performing services similar to the services required herein.

Personnel Qualifications - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

Licenses - The offeror should submit a copy of all licenses and/or certifications, related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the City of Columbia reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

Subcontractors Proposed - The offeror must either provide a properly completed Exhibit D, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each subcontractor proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each subcontractor proposed which must describe the products/services the subcontractor will provide.

Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Exhibit E is provided for the offeror's use in providing information about the proposed method of performance.

Miscellaneous Submittal Information:

Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete Exhibit F, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. Exhibit F must be submitted prior to an award of a contract.

The offeror should complete and submit Exhibit G, Miscellaneous Information.

Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the City of Columbia. The offeror certifies by signing the signature page of this original document and any addendum signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Purchasing Division. The compliance to conduct business in the state shall include, but not necessarily be limited to:

Registration of business name (if applicable) with the Secretary of State at http://sos.mo.gov/business/startBusiness.asp
Certificate of authority to transact business/certificate of good standing (if applicable)
Taxes (e.g., city/county/state/federal)
State and local certifications (e.g., professions/occupations/activities)
Licenses and permits (e.g., city/county license, sales permits)
Insurance (e.g., worker's compensation/unemployment compensation)

4. PRICING PAGE

The offeror shall provide a firm, fixed price for online benefits and performance management services in accordance with the provisions and requirements stated herein as needed and requested through the term of the corresponding contract. The offeror shall provide an original contract period price and a maximum price for each potential renewal period.

Line Item	Description	Original Contract Period Firm, Fixed Price	1st Renewal Period Maximum Price	2nd Renewal Period Maximum Price	3rd Renewal Period Maximum Price	4th Renewal Period Maximum Price
1	Implementation Fee	$________	$________	$________	$________	$________
2	Ongoing monthly fee	$________	$________	$________	$________	$________
3	Fee per EDI fee for Medical Insurance Carrier	$________	$________	$________	$________	$________
4	Fee per EDI fee for Dental Insurance Carrier	$________	$________	$________	$________	$________
5	Fee per EDI feed for Vision Insurance Carrier	$________	$________	$________	$________	$________
6	If the contract extends beyond the fourth renewal period, Offeror shall state the maximum annual percentage increase that shall apply.	________%				
7	Other Annual or Monthly Fee (please specify) ____________________ ____________________	$________	$________	$________	$________	$________

If other costs or fees apply, Offeror must list them in the format of the line items above.

EXHIBIT A

OFFEROR INFORMATION

The offeror should provide the following information about the offeror's organization:

Provide a brief company history, including the founding date and number of years in business as currently constituted.

Describe the nature of the vendor's business, type of services performed, etc. Identify the vendor's website address, if any.

Provide a list of and a short summary of information regarding the vendor's current contracts/clients.

List, identify, and provide reasons for each contract/client gained and lost in the past two (2) years.

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

The offeror should copy and complete this form documenting the offeror and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: ______________________________
(if reference is for a Subcontractor):

Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	
Title/Name of Service/Contract	
Dates of Project Initiation and Project Completion:	
If service/contract has terminated, specify reason:	
Description of Services Performed, such as: ✓ What the offeror did ✓ How the offeror did it ✓ Results ✓ Additional Detail	
Personnel Assigned to Service/Contract (include all key personnel and identify role):	

Provide experience working with MUNIS/ERP.

EXHIBIT C

EXPERTISE OF KEY PERSONNEL

(Copy and complete this table for each key person proposed**)**

Title of Position:______________________________	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed.	
# of years' experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and Dates	

Staffing Methodology

Describe the person's planned duties/role proposed herein:	

List of Projects and Roles Completed

Describe the projects worked by the individual and the specific role:	

EXHIBIT D

DOCUMENTATION OF INTENT TO PARTICIPATE

If the offeror is proposing to include the participation of a subcontractor(s) in the provision of the products/services required in the RFP, the vendor must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

~ Copy This Form For Each Subcontractor Proposed ~

This Section To Be Completed by Subcontractor:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the vendor identified above.

Name of Subcontractor: ______________________________

Contact Name:	______________	Email:	______________
Address:	______________	Phone #:	______________
City:	______________	Fax #:	______________
State/Zip:	______________	MBE/WBE/DBE Certification #	______________
		MBE/WBE/DBE Certification Expiration Date:	(or attach copy of certification) ______________

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

Describe the products/services you *(as the subcontractor)* have agreed to provide:

____
____
____
____

Authorized Signature:

______________________________	______________
Authorized Signature of Subcontractor	*Date* *(Dated no earlier than the RFP issuance date)*

EXHIBIT E

METHOD OF PERFORMANCE

The offeror should use this Exhibit, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

Describe implementation process and timeline.

List ongoing support resources that would be available to the City.

Describe the flexibility of the system.

Contractor shall indicate if benefits portal for employees allows them to access a document repository.

Will the contractor’s system have the ability for City employees to enroll via a mobile app?

Will a Performance Management System be included/available along with the benefit enrollment/administration system?

EXHIBIT F

NOTICE TO OFFERORS

Sections 285.525 To 285.550 RSMo.

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Columbia requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:
http://www.dhs.gov/e-verify

EXHIBIT F, Continued
CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF $5,000.00)

County of________________)
)SS.
State of _________________)

My name is __________________________. I am an authorized agent of __________________________(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contacts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

____
Affiant

____
Printed Name

Personally appeared before me, a Notary Public, within and for the County of

__________________________,

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this_____________day of_____________________, 20_____.

My Commission expires__________________________, 20___.

____
(Notary Public)

EXHIBIT G

MISCELLANEOUS INFORMATION

Employee/Conflict of Interest:

Offerors who are elected or appointed officials or employees of the City of Columbia or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an elected or appointed official or an employee of the City of Columbia or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the City of Columbia or any political subdivision thereof:	
If employee of the City of Columbia or political subdivision thereof, provide name of City or political subdivision where employed:	
Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the City of Columbia or political subdivision thereof:	__________%

Registration of Business Name (if applicable) with the Missouri Secretary of State

The offeror should indicate the offeror's charter number and company name with the Missouri Secretary of State. Additionally, the offeror should provide proof of the offeror's good standing status with the Missouri Secretary of State. If the offeror is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

Charter Number (if applicable)	***Company Name***
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

EXHIBIT H

TECHNICAL REQUIREMENTS

Key*	Description
F	**Fully functional**, provided "Commercial Off-The-Shelf (COTS)"
CU	**Customization** (Change to source code required)
CO	**Configuration** (Setup required with built-in tools and procedures but no change to source code is required.)
TP	**Third-Party** (Additional software required to provide Requirement.)
R	Provided with **Reporting** Tool
NA	**Not Available**

The Vendor must complete this checklist by indicating at what level each requirement can be met. Please respond by entering the appropriate **Key** code next to each requirement. Vendors should also use the comments section to further explain how their proposed solution meets the requirement.

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.1 General Application Requirements				
A.1.1	**M**	The vendor shall adhere to WCAG 2.1 Level AA compliance for web hosted solutions and/or SaaS offerings that are web based in accordance with the Americans with Disabilities Act and its implementing regulations and guidance.		
A.1.2	**M**	The City shall be entitled to any and all **upgraded versions** of the solution covered in the contract.		
A.1.3	**M**	The Vendor shall provide **free and timely upgrades** to the software when published.		
A.1.4	**O**	If applicable, software fixes and enhancements for other client implementations shall be made available to the City at no charge.		
A.1.5	**O**	All patches, upgrades and updates shall be **coordinated** with the City to ensure proper planning and notifications.		
A.1.6	**M**	The solution shall provide well-defined **change management** processes, including pre-defined all-inclusive migration processes for software releases, operating system upgrades, layered software upgrades, and hardware configuration changes.		
A.1.7	**M**	The solution shall support Electronic Data Interchange (EDI).		
A.1.8	**M**	The solution shall comply with all current applicable **government standards** and web-based transaction encryption standards		

		identified by the City (i.e. HIPAA, CJIS, NERC/CIP, PCI, etc.)		
A.1.9	**O**	The solution shall provide customizable user interfaces.		
A.1.10	**M**	The software vendor shall provide client support and maintenance with **Service Level Agreements** based on case severities.		

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.1 General Application Requirements (continued)				
A.1.12	**O**	Application source code shall be placed in **escrow**.		
A.1.13	**O**	The solution shall provide the ability to maintain and update **non-production environment**(s).		
A.1.13	**O**	The solution shall provide the ability to apply software upgrades to non-production environment(s) before applying to a production environment.		
A.1.14	**M**	The solution shall have the capability to present users with **tools which are relevant** in the current context, eliminating or disabling irrelevant tools. It should use progressive disclosure to reveal information as it is needed and give users the option to hide information they don't consider useful.		
A.1.15	**O**	The solution functionality shall provide intelligent support related to **drop-down table entries**. For example, it should be possible to select items in a list by clicking on the desired choice or typing as much of the item description as is needed to uniquely identify it (similar to the Microsoft Outlook address book). It should be possible to type an exact value into a table-validated field.		
A.1.16	**M**	The solution shall **ensure key data persists** as the user moves from one window (screen) to the next, to minimize re-entry and mistakes.		
A.1.17	**O**	The solution shall provide means to **validate data** by checking entered values against a list of valid values maintained in tables by City or service provider personnel.		
A.1.18	**M**	The solution shall allow both interactive and batch entry of data.		
A.1.19	**O**	The solution shall accommodate background **(batch) jobs** concurrently without interrupting normal business operations.		
A.1.20	**M**	The solution shall **validate all transactions** for errors and provide immediate user feedback, including error messages and possible corrective actions.		

A.1.21	**M**	The solution shall provide support for **inter-process communication** including, but not limited to, the following: • *Attachment of standard object types in an object library* • *Cut and paste capability from data fields and screens to other applications.*		
A.1.22	**M**	The solution shall be **compliant** with open standards such as but not limited to SMTP, SNMP, and SFTP.		
A.1.23	**O**	The solution shall contain an **API** to assist with integrations.		
A.1.24	**M**	Software shall run with **least possible privilege**. It should not run as a user that has access outside of its need.		

Req. No.	**Mandatory/ Optional Requirement**	**Requirement**	**Key***	**Comments**
A.2 General Database and Reporting Requirements				
A.2.1	**O**	Solution shall support **SQL Server 2017** Standard or above.		
A.2.2	**O**	The solution shall allow **insertion of data** from a third party tool, i.e. Digital Transformation Services (DTS) or SQL Server Integration Services (SSIS), for at least basic setup of tables or synchronization points, i.e. vendor lists, contacts, etc.		
A.2.3	**O**	Additional ad-hoc reporting capabilities shall be available utilizing **Crystal Reports or SSRS** (SQL Server Reporting Services).		
A.2.4	**M**	The solution shall use and maintain a ***primary key*** across all Databases / Tables.		
A.2.5	**M**	The solution shall utilize appropriate database rules and constraints to enforce and maintain **referential integrity**.		
A.2.6	**M**	The solution shall provide for **simultaneous** access to data by concurrent users.		
A.2.7	**O**	The solution shall provide standard structured query language (**SQL**) capabilities for database queries.		
A.2.8	**O**	The solution shall provide the ability to **lock** database records at a row and column level.		
A.2.9	**O**	The solution shall allow for **data replication** for disaster recovery.		

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.3 General Infrastructure Requirements				
A.3.1	**M**	The solution shall operate on a platform which provides **extensibility, redundancy, scalability, reliability and connectivity**.		
A.3.2	**M**	The solution shall use **TCP/IP** and subsequent standards as approved by IEEE as the standard network protocol.		
A.3.3	**O**	The solution shall integrate with the City's **Active Directory (Federated) Services / LDAP** for Single sign-on.		** Highly desired **
A.3.4	**O**	The solution shall provide email integrations via **SMTP/S.**		
A.3.5	**O**	The solution shall support dynamic **load balancing** and automatic fail-over between multiple servers.		
A.3.6	**M**	The solution shall maintain data integrity to **mitigate data loss** and/or corruption.		
A.3.7	**M**	The solution shall accommodate **unattended backup** of critical system tables, transaction logs, files, operating system and other information by allowing full, incremental and live backups.		
A.3.8	**M**	The solution shall be able to accommodate recovery practices (**restore from backup**) in the event of a qualifying data event.		

Req. No.	**Mandatory/ Optional Requirement**	**Requirement**	**Key***	**Comments**
A.4 General Workstation / Hardware Compatibility Requirements				
A.4.1	**M**	The solution shall support, at a minimum, 32-bit IBM-compatible, 16 GB RAM, 250 GB hard drive personal computer (desktop or laptop) with **Microsoft Windows 10** operating system.		
A.4.2	**M**	The solution shall be compatible with **Trend Micro Apex One 2019** anti-virus software.		
A.4.3	**M**	If accessed from a browser, the solution shall be compatible with **Chrome**, FireFox, or Microsoft Edge. Vendor must provide list of compatible versions and any other items related to browser-based solutions.		
A.4.4	**O**	The City utilizes Google Workspace Apps and **Gmail**. The solution shall be able to interface with these technologies.		
A.4.5	**O**	If scanners are required, the solution shall be compatible with TWAIN **scanners.** The city currently utilizes the following: - Canon DR-2580C, DR-M140 - EPSON DS-510, ES-400		
A.4.6	**O**	If printing is required, the solution shall be compatible with the following **printers**: - CANON / Image Runner C5235 - CANON / iR-ADV C9280-A2 - HP Color LaserJet M750 - HP Color LaserJet MFP 400, M476dn, M570DN, M680 - HP LaserJet M630, M652dn - HP LaserJet MFP M4345, M4555, M830z - Sharp MX-3071, MX-4071, MX-4072, MX-B476W, MX-M3071, MX-M3571, MX-M4071		
A.4.7	**M**	The software shall run as standard user (without administrative privileges)		

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.5 General Security Requirements				
A.5.1	**M**	The solution shall provide the capability to support **public/private key encryption**.		
A.5.2	**M**	Vendor shall **encrypt** City data while in storage (at rest), in transit, on backup media, and provide decryption means.		
A.5.3	**M**	The solution shall provide an **audit trail** for tracking changes for what was changed, who made the change, and when the change was made. Including but not limited to the following: • *Applications* • *User Access* • *Database Modifications*		
A.5.4	**M**	The solution shall disable a user account if a defined number of **unsuccessful login attempts** are made within a defined time period.		
A.5.5	**M**	The solution shall automatically log users off of the application running on a workstation after a defined period of **inactivity** on that workstation.		
A.5.6	**O**	The solution shall provide **security control**, audit and setup capabilities for the system administrator.		
A.5.7	**M**	The system administrator shall be able to establish new users, remove users, update users, lock users and to set **security access** rights for users that both restrict and allow access to solution capabilities.		
A.5.8	**O**	The solution shall support multi-factor authentication.		
A.5.9	**M**	The solution shall not transmit, display or store User ID's or passwords in **clear text**.		
A.5.10	**M**	System account names shall be unique. Passwords should meet minimum complexity standards as defined by the City. Length: 15; Requires 1 lower case, 1 upper case, 1 number and 1 special character.		
A.5.11	**M**	**The solution shall never use default user names and passwords, including hard-coded accounts.**		
A.5.12	**M**	The vendor shall not deploy services to the City of Columbia where system accounts are shared with other entities.		

Req. No.	**Mandatory/ Optional Requirement**	**Requirement**	**Key***	**Comments**
A.6 Cloud Hosted / SaaS Requirements (complete if applicable)				
A.6.1	**M**	The solution **high availability** standard shall be greater than or equal to 99.99%.		
A.6.2	**M**	The solution shall include at minimum, a **256-bit** encrypted SSL Certificate from a Certificate Authority (not self-signed).		
A.6.3	**M**	**All data must remain in the Continental United States** of America, including replication, backups and off-site storage.		
A.6.4	**M**	The solution must be **hosted** within the Continental United States of America.		
A.6.5	**M**	All City data stored in the cloud is the **property of the City**. Data shall remain accessible, queryable and exportable during the duration of the agreement.		
A.6.6	**M**	Vendor shall work with City to provide all data in an acceptable format upon termination of the agreement. Data housed by vendor or its hosting provider shall be destroyed within 30 days and a certificate of destruction provided as verification.		
A.6.7	**O**	Vendor shall respond to **records requests** within the timeframe stated in the agreement. The vendor shall accept liability if the records request is not fulfilled in the agreed upon timeframe.		
A.6.8	**O**	All cloud deployments that are intended to perform a service for our customers shall be deployed using City of Columbia owned **domain names**. The vendor shall not expect to maintain DNS records belonging to the City.		
A.6.9	**O**	Vendor shall provide the **IP addresses** used for City of Columbia domain name service prior to deployment. The vendor shall not change the IP addresses used with a frequency of greater than once per year. The vendor shall notify the City IT department in writing on official letterhead 30 days in advance of any IP address changes.		
A.6.10	**O**	Vendor shall conform to the City's DKIM and DMARC requirements for email. SPF record needs to be limited to certain IP's or be sent from a como.gov subdomain.		
A.6.11	**O**	Vendor shall take all reasonable precautions to ensure that **SPAM** is not sent using the CoMo.gov domain or from any IP address under vendor control that has been associated with the CoMo.gov domain.		

A.6.12	**M**	Vendor shall react to **email abuse** reports in a timely manner.		
A.6.13	**M**	Vendor shall conduct **regular security audits** of their solution. The security audits shall include internal and external review of solution security and the security of all code used by the vendor. The vendor shall react promptly to mitigate the vulnerabilities identified by security audits.		
A.6.14	**M**	Vendor shall apply all **system patches** within 30 days of release. Critical system patches shall be applied immediately after testing.		

Req. No.	**Mandatory/ Optional Requirement**	**Requirement**	**Key***	**Comments**
A.6 Cloud Hosted / SaaS Requirements (continued)				
A.6.15	**M**	Vendor shall have a 24x7x365 method for reporting and correcting discovered **vulnerabilities**. Vulnerabilities should be prioritized and corrected based on the risk vulnerability exploitation would pose to its customers. Vulnerability mitigation efforts should be tested by the vendor, as appropriate, prior to their release.		
A.6.16	**M**	Vendor shall take responsibility for **security incident handling** if their solution is compromised.		
A.6.17	**M**	Vendor shall immediately notify the City of any **breaches** and will advise what information has been compromised. If this information is later found to be inaccurate the cloud vendor will immediately notify the City with the correct information.		
A.6.18	**O**	If investigation, containment, and eradication efforts by the City incur costs while fault lies with the vendor, the vendor shall assume the costs.		
A.6.19	**M**	Vendor shall provide their **incident response plans**. Response plans will include procedures for both security and disaster incident response.		

Req. No.	**Mandatory/ Optional Requirement**	**Requirement**	**Key***	**Comments**
A.7 On-Premises (Hosted by City) Requirements (complete if applicable)				
A.7.1	**M**	All data for the solution shall be **directly accessible** with major industry standard data access tools for use in reporting and integration with other City systems.		

A.7.2	**O**	Production and non-production databases shall remain **separate** and not reside on the same database server.		
A.7.3	**O**	The solution shall be Open Database Connectivity (**ODBC**) compliant.		
A.7.4	**O**	The solution shall provide documented **best practices** including but not limited to optimum database and client maintenance.		
A.7.5	**M**	The solution shall be able to run on a minimum of **VMWare ESXi 7** virtual infrastructure.		
A.7.6	**M**	The solution shall be able to run on **Windows Server 2019** Standard or above.		
A.7.7	**M**	The solution shall support, at a minimum, **64-bit** back-end (server) processing including but not limited to multiprocessors and multi-threaded processes.		
A.7.8	**M**	The solution shall be compatible with Trend Micro Apex One 2019 **anti-virus software**. Please list exceptions or concerns in comments.		
A.7.10	**M**	The solution shall permit **operating system patching and updates**, and allow for a system restart when a patch or update requires it.		
A.7.11	**M**	**Remote vendor access** for support shall be accomplished through secured methods.		

Req. No.	**Mandatory/ Optional Requirement**	**Requirement**	**Key***	**Comments**
A.8 Implementation, Training and Support Requirements				
A.8.1	**M**	Vendor shall include in the **Implementation Plan** the ways and means of how the implementation shall be managed, including, but not limited to schedule, risk, and quality.		
A.8.2	**M**	Vendor shall include in the Implementation Plan the descriptions of the **vendor roles** and responsibilities during the solution implementation.		
A.8.3	**M**	Vendor shall include in the Implementation Plan the descriptions of the **City's roles** and responsibilities during the solution implementation.		
A.8.4	**M**	Vendor shall state in the Implementation Plan **assumptions and expectations** for both the vendor and City stakeholders, in order to reduce any and all ambiguity during the implementation.		
A.8.5	**M**	Vendor shall include in the Implementation Plan the process for **loading data** into reference tables, such as users, roles, etc.		
A.8.6	**O**	Vendor shall include in the implementation plan any **conversion** services required.		

A.8.8	**M**	Vendor shall provide application **support** by phone (toll-free) and email during normal business hours (8:00 A.M. - 5:00 P.M.CST, M-F).		
A.8.9	**O**	Vendor **training** should not be done on production systems/data.		
A.8.10	**M**	Vendor shall provide a comprehensive description of the ***technical*** **training** available to the City for the solution.		
A.8.11	**M**	Vendor shall provide a comprehensive description of the ***functional*** **training** available to the City for the solution.		

EXHIBIT I

CONTRACT TERMS AND CONDITIONS CHECKLIST

The contract will be fully negotiated after a vendor is selected by the City of Columbia. Responses to the contract terms outlined in this section may be considered in the selection process and such terms shall be included in the final contract. The following contract terms and conditions, substantially in the form contained herein, are expected to be agreed to by the vendors as part of contract negotiations. Exceptions must be explicitly noted in the vendor's proposals in the checklist forms provided. Lack of exceptions listed on the checklist shall be considered acceptance of all of the terms and conditions as presented in this RFP.

1. Scope of Agreement

City agrees to purchase the license for the Software and receive the services detailed in Attachment <__>. Vendor agrees to provide same, subject to the terms and conditions stated in the Agreement and Attachment <__>. Payment for such services shall be per Attachment <__>. The City, without prior and mutual written agreement, will incur no other service costs. The service costs in Attachment <__> are inclusive of project management services and include turn-key data conversion, software configuration, integration with third-party systems per Attachment <__>, and Formal Acceptance testing (see clause herein). The implementation of the Software and provision of services shall be per Attachment <__>. City agrees to provide server and desktop hardware configured per Attachment <__> based on Vendor's recommendation for optimal software performance.

2. General Conditions

a. Location: City of Columbia Human Resources Department, 600 East Broadway, Columbia, MO

b. This is not an Agreement of partnership or employment of vendor of any of vendor's employees by the City. Vendor is an independent contractor for all purposes under the Agreement.

c. Vendor shall perform its services in a professional and workmanlike manner and shall only use qualified and experienced personnel. Vendor agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. Vendor agrees that, at all times, the employees of vendor furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.

d. Vendor agrees that all persons working for or on behalf of vendor whose duties bring them upon the City's premises shall obey the rules and regulations that are established by the City and shall comply with the reasonable directions of the City's officers. The City may, at any time, require the removal and replacement of any of vendor's employees for good cause. Vendor shall be responsible for the acts of its employees and agents while on the City's premises. Accordingly, vendor agrees to take all necessary measures to prevent injury and loss to persons or property located on the City's premises. Vendor shall be responsible for all damages to persons or property caused by Vendor or any of its agents or employees. Vendor shall promptly repair, to the specifications of the City, any damage that it, or its employees or agents, may cause to the City's premises or equipment; on vendor's failure to do so, the City may repair such damage and vendor shall reimburse the City promptly for the cost of repair. Vendor agrees that, in the event of an accident of any kind, Vendor will immediately notify the City's contact person and thereafter, if requested, furnish a full written report of such accident.

e. Vendor shall perform the services contemplated in the Agreement without interfering in any way with the activities of the City's staff or visitors.

f. Vendor and its employees or agents shall have the right to use only those facilities of the City that are necessary to perform services under this Agreement and shall have no right to access any other facilities of the City.

g. The City shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of Vendor or its employees, subcontractors, or material-men.

h. All prices for Vendor's services hereunder are firm for the term of the agreement. The City shall pay Vendor for satisfactory performance of the services specified in the agreement for the sums specified in the agreement.

3. Insurance

Vendor shall maintain, on a primary basis and at its sole expense, at all times during the life of the Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by vendor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

a. Workers' Compensation & Employers Liability. Vendor shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage with the following minimum limits: $500,000 for each accident, $500,000 for each disease for each employee, and $500,000 disease policy limit.
b. Commercial General Liability. Vendor shall maintain Commercial General Liability at a limit of not less than $2,000,000 Each Occurrence, $3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
c. Business Auto Liability. Vendor shall maintain Business Automobile Liability at a limit not less than $2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event vendor does not own automobiles, vendor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
d. Vendor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Vendor agrees to endorse the City of Columbia as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

e. The City of Columbia, its elected officials and employees are to be additional insured with respect to the project and services to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the effective date of the agreement between the Vendor and the City. Vendor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.
f. The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of the agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.
g. Failure to maintain the required insurance in force may be cause for termination of the agreement. In the event vendor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the agreement without notice.
h. The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the vendor and/or their employees and/or their subcontractors in the performance of the agreement.
i. The vendor must have adequate insurance, for damage or loss, for all equipment and other valuables until such time as the City receives good and clear title. In defining insurance coverage, the vendor shall secure full replacement value for the system without the requirement that the City be responsible for any payments or deductibles. In the event that it is necessary to make a claim under this policy, any funds received by the vendor shall be used to secure replacement equipment for the City.

4. Identification of Parties to the Agreement Clause

Both the vendor and City shall be clearly identified by name. Neither of the identified parties to the Agreement shall assign or encumber any of its rights, or delegate or subcontract any of its duties defined in the agreement, in whole or in part, to other third parties unless the other party to the Agreement gives prior written consent. Subject to the foregoing covenant against assignment and delegation, the rights created by the agreement shall pass to the benefit of the identified party and the duties and obligations resulting from the agreement shall bind the identified party and their respective successors and assignees.

5. Amendment

No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

6. No Third-Party Beneficiary

No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.

7. Termination for Default Clause

a. Events of Default. A Party shall be considered in Default of this Agreement upon:

(1) The failure to perform or observe a material term or condition of this Agreement, including but not limited to any material Default of a representation, warranty or covenant made in this Agreement;

(2) The Party (i) becoming insolvent; (ii) filing a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or consenting to the filing of any bankruptcy or reorganization petition against it under any similar law; (iii) making a general assignment for the benefit of its creditors; or (iv) consenting to the appointment of a receiver, trustee or liquidator;

(3) The purported assignment of this Agreement in a manner inconsistent with the terms of this Agreement;

(4) The failure of the Party to provide information or data to the other Party as required under this Agreement, provided that the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.

b. Termination upon Default. Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to terminate the agreement with thirty (30) days written notice.

8. Additional Termination Clauses

a. By Mutual Agreement. This Agreement may be terminated at any time during its Term upon mutual agreement by both Parties.
b. By Convenience. With thirty (30) days written notice, the City may terminate the Agreement for convenience.
c. By Force Majeure. The agreement may be terminated due to force majeure. The performance of each Party under the Agreement may be subject to interruptions or reductions due to an event of Force Majeure. The term "Force Majeure" shall mean an event or circumstance beyond the control of the Party claiming Force Majeure, which, by exercise of due diligence and foresight, could not reasonably have been avoided, including, but not limited to, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, strike, and act of God or any other cause beyond the control of the Party claiming Force Majeure. However, the obligation to use due diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the Party having such difficulty. A Party shall not be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or in part due to an event of Force Majeure.
d. Effect of Termination. Within ten (10) days after receiving notice of termination, the contractor shall provide City with a copy of all City data and content in a format acceptable to the City at no cost to the City.

9. Governing Law and Venue

The agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

10. General Laws

Vendor shall comply with all federal, state, and local Laws, statutes, ordinances, and rules and regulations.

11. Red Flag Policy Compliance

Vendor agrees to comply with the City's Red Flag Policy and any Amendment thereto, a copy of which is attached to this Agreement as Appendix <>. Vendors shall provide City with a copy of its existing red flag policies and procedures, shall promptly provide copies of any changes to its Red Flag policies and procedures. Vendors shall comply with the City's red flag policy and report any Red Flags to the Program Administrator. Said report shall include Red Flags detected by vendor and vendor's response to the Red Flags so detected. Pursuant to the City's Red Flag Policy, vendor shall store the documents and files in a secure manner so as to be accessible only by approved city personnel.

12. HIPAA Compliance

The software and services includes the storage or use of protected health information under Health Insurance Portability and Accountability Act (HIPAA). Therefore, vendor shall warrant that its software complies with HIPAA.
Vendor shall:

a) Not use or disclose protected health information other than as permitted or required by the agreement or as required by law;
b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the agreement;
c) Timely report to covered entity any use or disclosure of protected health information not provided for by the agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree, in writing, to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
i) Make its internal practices, books, and records available to the Secretary and to the Covered Entity for purposes of determining compliance with the HIPAA Rules.

13. Compliance with Section 285.530 RSMo

Vendor shall comply with Missouri State Statute section 285.530 in that vendor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of the contract, the Vendor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The vendor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Vendor shall require each subcontractor to affirmatively state in its contract with vendor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Vendor shall also require each subcontractor to provide vendor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

14. Confidentiality

Both parties recognize that their respective employees and agents, in the course of performance of the agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of the agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of the agreement by a party; (c) information that a party can establish by reasonable proof was in that party’s possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party; or (e) information that is considered an open public record pursuant to the Missouri Sunshine law.

15. Notices Clause

Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:
City of Columbia
Human Resources Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: Assistant Director

If to Vendor:

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

16. Hold Harmless Agreement

To the fullest extent not prohibited by law, vendor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of vendor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with vendor or a subcontractor for part of the services), of anyone directly or indirectly employed by vendor or by any subcontractor, or of anyone for whose acts the vendor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require vendor to indemnify, hold harmless, or defend the City of Columbia from its own negligence.

17. Professional Oversight Indemnification

Vendor understands and agrees that the City has contracted with vendor based upon vendor's representations that vendor is a skilled professional and fully able to provide the services set out in the agreement. In addition to any other indemnification set out in the agreement, vendor agrees to defend, indemnify, and hold and save harmless the City of Columbia from any and all claims, settlements, and judgments whatsoever arising out of the City's alleged negligence in hiring or failing to properly supervise vendor. The insurance required by the agreement shall include coverage which shall meet vendor's obligations to indemnify the City of Columbia as set forth herein and the City shall be named as an additional insured for such insurance.

18. Risk During Equipment / Software Storage and Installation

Delivery shall be made in accordance with the implementation schedule referenced as part of the agreement. Minor variances from this implementation schedule may be permitted subject to as mutual agreement by both parties and confirmed by prior written notice. During the time period where the equipment / software is in transit and until the equipment is fully installed in good working order, the vendor and its insurer shall be responsible for the equipment / software and relieve the City of responsibility for all risk or loss or damage to the equipment / software. In addition, vendor shall hold the City and its officers, employees and agents harmless from any risk of loss or damage arising out of occurrences during the installation of the equipment / software.

19. Shipping of Equipment / Software

All shipping and insurance costs to and from the site shall be included in the vendor's proposal. All payments to shipping agents and for insurance fees shall be made directly by the vendor. The City shall make no payments to any firm concerning the shipment, installation, and delivery of equipment / software which is not a part of the agreement and for which exact payments are not described. Vendor shall be responsible for all arrangements for the shipment and receipt of equipment / software to City's prepared site.

20. Patents, Copyrights, and Proprietary Rights Indemnification

The vendor, at its own expense, shall completely and entirely defend the City from any claim or suit brought against the City arising from claims of violation of United States patents or copyrights resulting from the vendor or the City's use of any equipment, technology, documentation, and/or data developed in connection with the services and products described in this Agreement. The City will provide the vendor with a written notice of any such claim or suit. The City will also assist the vendor, in all reasonable ways, in the preparation of information helpful to the vendor in defending the City against this suit.

In the event that the City is required to pay monies in defending such claims, resulting from the vendor being uncooperative or unsuccessful in representing the City's interest, or in the event that the City is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, vendor agrees to fully reimburse the City for all monies expended in connection with these matters. The City retains the right to offset against any amounts owed vendor any such monies expended by the City in defending itself against such claims.

Should a court order be issued against the City restricting the City's use of any product of a claim and should the vendor determine not to further appeal the claim issue, at the City's sole option the vendor shall provide, at the vendor's sole expense, the following:

A. Purchase for the City the rights to continue using the contested product(s), or

B. Provide substitute products to the City which are, in the City's sole opinion, of equal or greater quality, or

C. Refund all monies paid to the vendor for the product(s) subject to the court action. The vendor shall also pay to the City all reasonable losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

21. Subcontractors

Vendors may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Vendor must obtain written prior approval from the City for activities or duties to take place at the City site. In using subcontractors, the Vendor agrees to be responsible for all of their acts and omissions to the same extent as if the subcontractors were employees of the Vendor.

22. Development of Additional Applications Using Data

Vendor shall provide access to data through an interface suitable to the need to allow City to develop additional applications using the data, to hire others to develop additional applications, to allow members of the public to develop additional applications, including but not limited to work for hire or a contest type event. Vendor shall provide access to data to allow any such applications to utilize real time data. To allow for the functioning of any applications using Data through the API, Contractor shall notify City in advance of any changes in the formatting of the API no later than seven (7) days prior to the change.

23. Control of Sub-Contractor, Project Team and Project Manager Designation

The vendor understands that the successful installation, testing, and operation of the system that is the subject of the agreement shall be accomplished by a cooperative effort. To most effectively manage this process, the vendor shall designate a single representative to act as an ex-officio member of the City's project management team and who shall have the authority to act on behalf of the vendor on all matters pertaining to this Agreement.

City shall have the right to approve all subcontractors, Account / Project Manager, and staff assigned to City by vendor. In the event that an employee of the vendor is, in the opinion of the City, uncooperative, inept, incompetent, or otherwise unacceptable, the vendor agrees to remove such person from the project. In the event of such a removal, the vendor shall, within fifteen (15) days, fill this representative vacancy as described above. Regardless of whom the vendor has designated as the representative, the vendor organization remains the ultimate responsible party for performing the tasks and responsibilities presented in the agreement.

24. No Assignment

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

25. Vendor as Independent Contractor

It is expressly agreed that the vendor is an independent contractor and not an agent of City. The vendor shall not pledge or attempt to pledge the credit of City or in any other way attempt to bind the City. The relationship of the vendor to City shall be that of independent contractor and no principal agent of employer-employee relationship is created by the contract.

26. Warranty

The vendor warrants that all components provided under the agreement, whether installed initially or under subsequent purchase orders, shall be: newly manufactured equipment or assembled from newly manufactured parts; approved by Underwriter's Laboratories; and, will be free from defects in workmanship or material for a period of 12 months (365 calendar days) from the date of final system acceptance. During this 12-month warranty period, the vendor shall furnish all replacement new parts, shipping costs, repaired parts, service labor, travel costs, and other repair costs at no cost to the City. At the conclusion of the warranty period, the City may consider vendor support under a separate maintenance agreement.

Third party software. Vendor warrants that all third-party software products, brands, types, etc., have been recommended based on vendor’s understanding of the City’s operating environment and that such third-party software products, brands, types, etc., shall operate as demonstrated by vendor and as documented in documentation. Vendor and third-party vendor further warrant that they have the right to license said third party software products, brands, types, etc.

Third party hardware. Any and all hardware products, brands, types, etc., that vendor and third-party vendor are recommending sizing or other parameters for in Attachment <> shall be warranted to perform satisfactorily (defined as minimum 98% uptime during normal business hours and maximum 3 second response time to non-query commands) for two years from the signing of the contract, assuming local or other hardware support contracts are in effect for routine maintenance and diagnostics.

27. Warranty of Fitness for a Particular Purpose

The City has presented detailed technical specifications of the particular purpose for which the network and technology is intended. The City has provided detailed descriptions and criteria of how the system can be defined to accomplish this particular purpose. The City has also defined the exact procedures and techniques to be employed in testing whether the system has achieved the defined performance of this particular purpose. Given this advanced preparation, and documentation about the City's particular purpose, the Vendor acknowledges at the time this Agreement is in force that Vendor has (1) reason and opportunity to know the particular purpose for which products are required, and (2) that the City is relying on the Vendor's experience and knowledge of these products to provide those which are most suitable and appropriate. Therefore, the Vendor warrants that the system is fit for the purposes for which it is intended as described in this RFP.

28. Resolution and Response Time Warranty

Vendor warrants that all Resolution and Response Times delineated below shall be adhered to as follows, as determined by the official Project Manager:
Priority 1 support issues are defined as: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given.

- Response to first call time limit – within two (2) business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one business day
- If Vendor and City are on a support telephone call to resolve a priority 1 support issue at the time that normal support hours end, Vendor support representatives will remain on the call past the normal support hours to provide what assistance can be provided at no additional cost. City acknowledges that programmers will not be available at that time.
- Penalty for not adhering to time limits - City shall receive a three percent (3%) credit against the quarterly Support fees, per incident.

Priority 2 support issues are defined as: Critical Issue – Software is not down, but operations are negatively impacted.

- Response to first call time limit – within four business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one business week
- Penalty for not adhering to time limits - City shall receive a three percent (3%) credit against the quarterly Support fees, per incident.

Priority 3 support issues are defined as: Non-Critical Issue – resolution period to be mutually agreed upon.

- Response to first call time limit – within twenty-four (24) business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one (1) business week

Penalty for not adhering to time limits - City shall receive a three percent (3%) credit against the quarterly Support fees, per incident.

29. Continuity of Warranty

City may continue the Warranty protection described above by purchasing and paying for on-going Annual Support services described below. By doing so, all Warranty, Warranty of Fitness for a Particular Use, and Resolution and Response Time Warranty conditions above shall remain in effect, in perpetuity (except for the "Third party hardware" clause above), as long as payments for Annual Support are kept current.

30. Final Acceptance of the System

The system proposed shall be defined to be finally accepted by City after the installation of the equipment, training, and successful completion of the following performance examinations: system hardware examination, software performance examination, system functional competence examination, system capacity examination, full-load processing capacity examination, system availability examination, approval of as-builts, training, and system documentation. The City shall be the sole judge of whether all conditions for final acceptance criteria have been met.

31. Standard Forms and Contracts

Any forms and contracts the Vendor(s) proposes to include as part of any agreement resulting from this proposal response between the vendor(s) and the City must be submitted as part of this proposal. Any forms and contracts not submitted as part of the proposal and subsequently presented for inclusion may be rejected. City reserves the right to accept or reject in whole or in part any form contract submitted by a vendor and/or to require that amendments be made thereto, or that an agreement drafted by the City be utilized. This requirement includes, but is not limited to, the following types of forms: subcontractor, franchise, warranty agreements, maintenance contracts, and support agreements. The City will negotiate any and all contracts/agreements and prices/fees with the finalist vendor, if doing so is deemed in the best interest of the City.

32. Advertisement

Vendor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the City unless Vendor receives specific written authorization in advance from the City. Such publications will be provided to CITY in draft form for City's advance review. City will review such drafts promptly and will provide comments to vendor. City may require deletion of proprietary data or confidential information from such publications. The cost of vendor's activities pertaining to any such publication or advertisement shall be paid entirely by the vendor. Nothing in this clause shall preclude Vendor from listing the City on its routine City list for matters of reference.

33. Password Security

The vendor warrants that no 'back door' password or other method of remote access into the software code exists. The vendor agrees that any and all access to any software code residing on the City's server must be granted by the City to the Vendor, at the City's sole discretion.

34. Non-Performance Escalation Procedures

In the event that the City determines that Vendor is not performing in a manner consistent with the intent and spirit of the agreement or in a manner consistent with commonly accepted business practices, then the City shall have the right to, in the sequence shown: (a) formally notify Vendor of non-performance, (b) reserve the right to withhold any and all payments pending, including support and maintenance agreement fees, until the non-performance is corrected, (c) request a joint meeting of vendor and City decision makers to attempt to resolve the non-performance, (d) require a vendor employee to be on-site at City's location until the non-performance is resolved, or (e) invoke the Termination clause herein.

35. Nature of City's Obligations. All obligations of the City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

36. Replication of Software

City shall not copy Software for any purposes other than for back up or disaster recovery. City has the right to develop interfaces to, and/or database applications that integrate with, the licensed Software using Vendor's recommended database and development tools without voiding the Support Agreement (see Attachment <>) or warranties herein.

37. Formal Verification

Per the implementation schedule in Attachment <> (to be jointly developed and to be made part of the agreement), City and Vendor shall schedule acceptance testing on a module-by-module basis. Any given module shall be deemed as formally accepted only after passing Formal Acceptance testing, or when used in live, *non*-paralleled operation for 90 consecutive days (City may run modules in parallel with existing systems for up to 90 days). The testing will be based on Documentation, and other conditions mutually agreed to by both parties, and acceptable hardware performance standards (see Additional Warranties clause). Should the test fail, City shall give vendor notice of non-acceptance describing in reasonable detail the material failure. Vendor shall be granted 30 days to cure non-acceptance condition(s) and another Acceptance Test shall then be scheduled. This procedure may be repeated should City decide to do so. Note that all modifications, interfaces, report writer files, etc., programmed by vendor shall be subject to individual acceptance testing as described herein. Should vendor fail two tests, the City reserves the right to schedule additional tests or to invoke the Non-Performance Escalation Procedures clause herein.

38. Licensing Structure and Use of Licenses by Personnel Who Are Not Employees

The Parties agree that the software licenses are not specific to a particular person or position and may be used by City and any persons approved by the City so long as the total number of users actively using the Product at any given time does not exceed the number of licenses purchased by City. City of Columbia's consultants, contractors, external customers, and business partners may access the licensed software.

39. Annual Maintenance and Support Fees

Maintenance and Support fees shall not be increased by an annual average percentage greater than the annual CPI-W for the Midwest region or 3%, whichever is less, for as long as annual support fees are paid and the license agreement between the City and the vendor is in effect. The vendor will not increase maintenance higher than its "standard" increase in any year. For example, if the CPI increase is 3% in a given year and the Vendor's "standard" increase is 2%, the City will be invoiced for the 2% increase. Vendor shall not charge City more than it charges its other customers for similar services.

Vendor agrees to send an itemized invoice to the City at least 90 days before maintenance is up for renewal.

The City may cancel maintenance upon 90-day notification to the vendor. Cancellation of maintenance shall not result in cancellation of software licenses purchased by City.

Maintenance may be reinstated by the City at an amount not to exceed the back fees that would have been due if maintenance/support had not been dropped. The City shall not be forced to move to new license models or to pay upgrade fees.

The vendor shall give the City at least 12 months notice before unilaterally canceling maintenance. In addition, the vendor shall continue to support the software/product as long as it is supporting such software/product for the rest of its customer base.

The City may remove unused licensed software with a corresponding reduction in maintenance/support.

40. Payment Terms

Specific payment terms will be negotiated as part of the final contract. It is expected that certain payments will be made upon delivery of the hardware and software with additional payments made based on specific project milestones. Vendor shall submit to the City for its review a pay request in a form agreeable to the City. The pay request shall be accompanied by such supporting documentation as required by the City. Requests for payment shall be accompanied with appropriate lien waivers for the prior partial payments. The request for final payment shall be accompanied with final lien waivers from all subcontractors and material suppliers for the project.

41. Travel Expense Reimbursement

All travel expense costs must be included in the Vendor's fixed price cost. City will not make a separate payment for reimbursable expenses. City shall not be liable for additional travel costs incurred due for any reason outside City's control.

42. Source Code

Vendor shall place Source Code for the Software modules licensed by the City in escrow with an independent third-party (with whom a separate Escrow Agreement will be entered into by City at no additional cost to City). The Source Code shall be kept current with the releases / version of the Software in live use at the City. The Source Code shall revert to City for City's use if vendor files for bankruptcy or protection from creditors in a court of law. City shall then have full rights to use source code for any purposes other than resale.

Vendor will provide appropriate source code to the City in a timely manner in the event that the vendor goes out of business or no longer supports the software being licensed. The same applies if the vendor is merged or acquired and the software is no longer supported. Once the City obtains the source code, it will be a perpetual license, and there will be no additional fees due, even if additional licenses are deployed.

43. Video Taping

City reserves the right to video and/or audiotape any and all training sessions, whether held at City site, vendor's site, or via teleconference or webinar. Use of such tapes shall be strictly for City staff training purposes.

44. Major Releases / Upgrades

City shall be entitled to future releases and upgrades within five (5) years from Formal Acceptance, whether of a "minor" or major" nature, of vendor Software for no additional cost beyond the Annual Support Agreement fees delineated in Attachments <>.

45. Solution Longevity

The vendor certifies solutions prescribed in their proposal response will remain available and supported for a minimum of five (5) years from the time the contract is signed and that any material changes to Vendor's company or products will not affect the City's implementation or support.

46. Successor Software Products

In the event vendor makes available successor vendor software products (e.g., software products based on a new technical architecture) ("Successor Products") with substantially similar functionality to the vendor software products licensed by City ("Licensed Products") within ten (10) years of contract signing, City may transfer the Licensed Products to the Successor Products, for no additional vendor license fees. In such event, City shall pay the then-current Application Software Maintenance Fees for the Successor Products, in addition to any services and/or third-party fees associated with the Successor Products.

47. Subcontracts

The vendor agrees not to subcontract any of the work required by this Agreement without the prior written approval of the City. The vendor agrees to be responsible for the accuracy and timeliness of the work submitted in the fulfillment of its responsibilities under the agreement.

48. Intellectual Property

All information, data, programs, publications & media created specifically for and paid for by the City or as a result of the Work identified in the agreement is the property of the City unless otherwise noted, copyright protected, or defined or agreed to by both parties.

49. Use of Licenses by Personnel Who Are Not Employees

City's consultants, contractors, external customers, and business partners may access the licensed software.

50. Disaster Recovery & Disaster Recovery Testing

There will be no additional software license cost to process at another site in the event of a disaster that shuts down the City's primary location or for testing at the disaster recovery site.

51. Unlimited Liability for Software Vendor Infringement

The vendor will reimburse the City for all costs related to infringement (not "finally awarded"). There shall be no limit of liability on behalf of the Vendor if the software is determined to be infringing.

52. Vendor Merger or Acquisition

In the event that the Vendor is merged or acquired, the acquiring entity shall honor all of the terms of the existing contract for 18 months or until the end of the present contract term, whichever is longer.

53. Functionality Replacement

The City maintains the rights to the functionality that was originally licensed, even if that functionality later gets renamed or rebundled.

54. No Waiver of Immunities

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

55. Liquidated Damages

Failure on the part of the vendor to complete critical project milestones as established in the contract may result in liquidated damages being imposed on the vendor by the City for breach of contract and for non-compliance. The milestones and extent of damages will be defined in the negotiated contract with the selected Vendor.

56. Equal Opportunity Employment / Nondiscrimination Policy

It is the policy of the City that all vendors who provide goods and services to the City by contract/agreement, shall, as a condition of providing goods and services, adhere to all Federal, State and Local laws, ordinances, rules and regulations, and policies, and if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following: (a) Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and rules adopted thereunder; (b) The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USCA 12101 et seq.), as amended, and regulations promulgated thereunder; (c) Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964, and the regulations promulgated thereunder; and (d) Chapter 12 of the City of Columbia's Code of Ordinances. All vendors shall, as a condition of providing goods and services, as required by state and federal law and the City's Equal Opportunity Employment/Nondiscrimination ordinance, not discriminate against persons to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, ancestry or disability.

Where there has been a conclusive finding that a vendor has violated Federal, State or Local equal opportunity statutes, ordinances, rules/regulations, or policies, that vendor shall be barred from providing goods and services to the City for five (5) years from the date that a determination of the violation has been made in accordance with applicable statutes, ordinances, rules/regulations, or policies or from the date that such determination becomes known, unless a specific exemption is granted by the City's governing body.

Any violation of Federal, State or Local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which the vendor is providing goods or services to the City shall be regarded as a material breach of any contract between the City and the vendor, and the City may terminate such agreement effective as of the date of delivery of written notification to the vendor.

57. Data Ownership and Security

Vendor and its software shall comply with the requirements of this Section. Vendor shall require its subcontractors or third-party software providers to at all times comply with the requirements of this section.

a. Vendor further covenants that any data entered into the software from the City, its employees or customers or derived therefrom (hereinafter "City Data") shall be stored in the United States of America. City Data shall not be transferred, moved, or stored to or at any location outside the United States of America. City Data shall be confidential and proprietary information belonging to either the City or its customers or users of the Software. Vendor shall not sell or give away any such City Data.

b. Vendor shall maintain the security of City Data and that of City's customers and any user that is stored in or in any way connected with Software Products and applications. If either Party believes or suspects that security has been breached or City Data compromised whether it be from harmful code or otherwise, the Party shall notify the Other Party of the issue or possible security breach within forty-eight (48) hours.

c. NO HARMFUL CODE: Vendor warrants that the Software Products do not contain Harmful Code. For purposes of this Agreement, "Harmful Code" is any code containing any program, routine, or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door. "Harmful Code" shall also include any code containing any program, routine, or device which is designed to monitor consumers in the privacy of their home or during other private activities without their knowledge, including but not limited to the use programs to monitor the use of audio beacons emitted by television contained in software programs such as Silverpush or other comparable program or the use of video or photographic content without the consumers consent. Vendor shall include in contracts with any subcontractor a provision which prohibits the use of Harmful Code. Vendor shall include a similar provision in its contract with subcontractor.

d. Contractor warrants and guarantees that the products, equipment, software and services do not include products, software and services prohibited by any presidential order, state or federal law, rule or regulation, including but not limited to the 2019 National Defense Authorization Act.

58. Data Exchanges, Modifications/Customizations, and Data Conversions

If the Scope of Work for this project involves the development of data exchanges, modifications/customizations, and or data conversions (hereinafter, collectively known as "Custom Work"), vendor shall agree to the follow requirements. The agreement is contingent upon the City obtaining the Custom Work outlined in the Statement of Work as data exchanges, modifications/customizations, or data conversions.

Conditions Precedent to the Development of Custom Work. The Conditions Precedent to the City's obligation under the agreement shall be each and every one of the following; and under no circumstance shall the following contingencies or conditions precedent be deemed waived by City. For each Custom Work Item in the Statement of Work:

a. The Parties shall develop written Custom Work Specifications (hereinafter "Custom Work Specifications"), which shall be signed and dated by both Parties.
b. The Parties shall develop a written schedule for production, testing and installation (hereinafter "Custom Work Schedule"), which shall be signed and dated by both Parties.
c. The Parties shall develop written testing standards and requirements (hereinafter "Custom Work Test Standards"), which shall be signed and dated by both Parties.
d. City shall issue written notice to proceed with the development of each Custom Work project.

   If each and every Condition Precedent is not satisfied, there is no penalty to the City. The City shall not be charged for and shall not pay for Custom Work that is not authorized according to these requirements. In addition, the Parties may, at their sole discretions and by mutual agreement, impose additional requirements or amend the testing standards or the performance schedule. Should the Parties agree to change or amend any of the specifications, the performance schedule or the test standard, the changes shall be reduced to writing, signed, and dated by both Parties.

EACH CUSTOM WORK ON WHICH THE CITY HAS ISSUED A WRITTEN NOTICE TO PROCEED, SHALL BE DEVELOPED ACCORDING TO THE CUSTOM WORK SPECIFICATIONS

IN THE TIME PERIODS SET FORTH IN THE CUSTOM WORK SCHEDULE. Upon completion of the development of each authorized Custom Work, Vendor shall notify City that the Custom Work is complete and ready for testing. City shall test the Custom Work according to the Custom Work Test Standards. If the Custom Work passes the City's testing according to the Custom Work Test Standards, City shall issue a written notice of acceptance of the Custom Work.

WARRANTY
Vendor warrants that the Custom Work shall perform according to the Custom Work Specifications. Vendor also warrants that the Custom Work shall not void any other warranty.

LICENSE FOR USE OF THE CUSTOM WORK
Vendor grants City a royalty–free, non-exclusive, and irrevocable worldwide license to the Custom Work developed by Vendor for the City. This license is in addition to all other licenses purchased pursuant to this Agreement.

MAINTENANCE OF FUNCTIONALITY
So long as City is current in its payment of maintenance fees for the Software, vendor shall warrant the continued functionality of each and every one of the Custom Work and that each and every one shall perform according to the Custom Work Specifications by which it was developed. There shall be no additional cost to the City. Maintaining the functionality of the Custom Work shall include any necessary programming or redesign needed due to changes by Third Party Software Vendors or by the vendor or vendor's Subcontractors. Vendor shall include these requirements in its contract with the authorized subcontractors. City shall include these requirements in its contract with the Third-Party Software Vendors.

ADDITIONAL CUSTOM WORK
Should City desire additional integrations, interfaces, data conversions and APIs be developed that are not listed in the Scope of Work, the Parties shall negotiate an amendment to the Agreement.

59. Cloud Based Software Solutions and The Storage of Data on Servers Not Owned by Vendor
If vendor's software solution includes the use of cloud storage or hosted systems, Vendor shall comply with the City's Cloud Computing Requirements contained in Exhibit ____. In addition, vendor shall abide by the following requirements when vendor stores City Data on servers not owned by the vendor.

a. Should vendor opt to store City Data on servers not owned by Vendor, Vendor shall provide written notice to City of the location of the servers on which City Data is stored and the legal name and address of the owner(s) of the servers on which City Data is stored (hereinafter "Server Owner"). Prior to changing the location of the server or the Server Owner(s), vendor shall provide written notice to City of any location change or change in the Server Owner(s). Said notice shall include the location of the servers, the legal name, and address of the Server Owner(s).

b. Triggering Events. Should any of the following events occur (hereafter "Triggering Event"), vendor shall provide written notice to City no later than five (5) business days after a Triggering Event has occurred. Each of the following events is a Triggering Event:

i. Triggering Events related to Vendor
   a. Vendor becomes insolvent;

b. Vendor files a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law;
c. Vendor consents to the filing of any bankruptcy or reorganization petition filed against it under any federal or state bankruptcy law;
d. Vendor has made a general assignment for the benefit of its creditors;
e. Vendor has consented to the appointment of a receiver, trustee or liquidator;
f. Vendor has received a notice of default of the agreement between vendor and Server Owner;
g. Vendor has provided Server Owner with a notice of default of the agreement between vendor and Server Owner; or
h. Vendor has knowledge of a Triggering Event related to Server Owner.

ii. Triggering Events related to Server Owner
a. Server Owner becomes insolvent;
b. Server Owner files a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law;
c. Server Owner consents to the filing of any bankruptcy or reorganization petition filed against it under any federal or state bankruptcy law;
d. Server Owner has made a general assignment for the benefit of its creditors; or
e. Server Owner has consented to the appointment of a receiver, trustee or liquidator.

c. Effect of Triggering Event.
i. Upon the occurrence of a Triggering Event related to vendor under Section 59 (b)(i)(a)-(f), Vendor shall provide City with City Data. Vendor shall provide to City, at no cost, a method of migrating or exporting all electronic records or City Data in a usable basis in a method and format acceptable to City.
ii. Upon the occurrence of a Triggering Event under Section 59 (b)(i)(g), 59(b)(i) (h), or 59(b)(ii)(a)-(e), Vendor shall provide City with written notice of the Triggering Event and shall transfer City Data to either servers owned by vendor or to another Server Owner. Vendor shall provide City with notice of the location of City Data and the name and address of the Server Owner.

60. Auditing of Invoices

Invoices are subject to audit for a period of five (5) years after the expiration date of the final year of the contract. If during the audit it is revealed that the vendor charged the City of Columbia a price higher than the proposed price, the vendor shall reimburse the City of Columbia the amount of the overcharge.

61. Electronic Signature

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

62. Contract Documents. The Agreement includes the following exhibits, which are incorporated herein by reference:

<Documents will be listed here>

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement control.

Instructions for Contract Terms and Conditions Compliance Checklist
Proposal responders are to mark the Comply, Exception, or Not Comply column. Comply indicates the proposal responder understands and agrees to comply fully. Exceptions must be fully explained on the bottom portion of this page. The City reserves the right to reject any proposal for non-compliance with one or more of the contract terms and conditions specified herein.

Contract Terms and Conditions Compliance Checklist				
#	Title	Comply	Exception	Not Comply
1.	Scope of Agreement			
2.	General Conditions			
3.	Insurance			
4.	Identification of Parties to the Agreement			
5.	Amendment			
6.	No Third-Party Beneficiary			
7.	Termination for Default Clause			
8.	Additional Termination Clauses			
9.	Governing Law and Venue			
10.	General Laws			
11.	Red Flag Policy Compliance			
12.	HIPAA Compliance			
13.	Compliance with Section 285.530 RSMO			
14.	Confidentiality			
15.	Notices Clause			
16.	Hold Harmless Agreement			
17.	Professional Oversight Indemnification			
18.	Risk During Equipment/Software Storage and Installation			
19.	Shipping of Equipment/Software			
20.	Patents, Copyrights, and Proprietary Rights Indemnification			
21.	Subcontractors			
22.	Development of Additional Applications Using Data			
23.	Control of Subcontractor, project team and project manager designation			
24.	No Assignment			
25.	Vendor as Independent Contractor			

Contract Terms and Conditions Compliance Checklist				
#	**Title**	**Comply**	**Exception**	**Not Comply**
26.	**Warranty**			
27.	**Warranty of Fitness for a Particular Purpose**			
28.	**Resolution and Response Time Warranty**			
29.	**Continuity of Warranty**			
30.	**Final Acceptance of System**			
31.	**Standard Forms and Contracts**			
32.	**Advertisement**			
33.	**Password Security**			
34.	**Non-Performance Escalation Procedures**			
35.	**Nature of City's Obligations**			
36.	**Replication of Software**			
37.	**Formal Verification**			
38.	**Licensing Structure and Use of Licenses by personnel who are not employees**			
39.	**Annual Maintenance and Support Fees**			
40.	**Payment Terms**			
41.	**Travel Expense Reimbursement**			
42.	**Source Code**			
43.	**Video Taping**			
44.	**Major Releases/Upgrades**			
45.	**Solution Longevity**			
46.	**Successor Software Products**			
47.	**Subcontracts**			
48.	**Intellectual Property**			
49.	**Use of Licenses by Personnel who are not employees**			
50.	**Disaster Recovery and Disaster Recovery Testing**			
51.	**Unlimited liability for Software Vendor Infringement**			
52.	**Vendor Merger or Acquisition**			
53.	**Functionality Replacement**			

Contract Terms and Conditions Compliance Checklist				
#	**Title**	**Comply**	**Exception**	**Not Comply**
54.	**No Waiver of Immunities**			
55.	**Liquidated Damages**			
56.	**Equal Opportunity Employment/Nondiscrimination Policy**			
57.	**Data Ownership and Security**			
58.	**Data Exchanges, Modifications/Customizations and Data Conversions**			
59.	**Cloud Based Software Solutions and the Storage of Data on servers not owned by the Vendor**			
60.	**Auditing of Invoices**			
61.	**Electronic Signature**			
62.	**Contract Documents**			

Compliance Exceptions

EXHIBIT J

FUNCTIONAL REQUIREMENTS

Key*	Description
F	**Fully functional**, provided "Commercial Off-The-Shelf (COTS)"
CU	**Customization** (Change to source code required)
CO	**Configuration** (Setup required with built-in tools and procedures but no change to source code is required.)
TP	**Third-Party** (Additional software required to provide Requirement.)
R	Provided with **Reporting** Tool
NA	**Not Available**

The Vendor must complete this checklist by indicating at what level each requirement can be met. Please respond by entering the appropriate **Key** code next to each requirement. Vendors should also use the comments section to further explain how their proposed solution meets the requirement.

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.1 General Application Requirements				
A.1.1	**M**	Online enrollment during open enrollment for new hires and qualifying events		
A.1.2	**M**	Decision support tool during new employee enrollment and open enrollment		
A.1.3	**M**	Billing support		
A.1.4	**O**	Performance Management system		
A.1.5	**M**	Customized employee portal with client specific branding		
A.1.6	**M**	Ability to track primary and contingent beneficiaries		
A.1.7	**M**	Ability to make retroactive adjustments to benefit elections, eligibility, and start and end dates. System ability to notify insurance companies via EDI of these retroactive adjustments		
A.1.8	**M**	Ongoing administration and reporting		
A.1.9	**M**	Dedicated customer service and ongoing support for dynamic workforce and eligibility criteria		

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.2 General Database and Reporting Requirements				
A.2.1	**M**	Flexible reporting capabilities with the ability to run both standardized and custom reports, preferably in excel format		
A.2.2	**O**	Enrollment option via mobile app		

A.2.3	**M**	At least weekly electronic data interchange (EDI) with Anthem		
A.2.4	**M**	At least weekly electronic data interchange (EDI) with Delta Dental		
A.2.5	**M**	At least weekly electronic data interchange (EDI) with Delta Dental Vision		
A.2.6	**O**	At least weekly electronic data interchange (EDI) with The Standard		
A.2.7	**O**	Electronic data interchange (EDI) with other vendors		
A.2.8	**M**	At least weekly bi-directional electronic data interface with HRIS		
A.2.9	**O**	Notification to vendors of retroactive adjustments via EDI feeds		
A.2.10	**M**	A test environment for thorough testing and evaluation of the software's functionality, usability, and compatibility with existing systems before full implementation.		
A.2.11	**M**	A document repository. Prefer an interface with LaserFiche		

Req. No.	**Mandatory/ Optional Requirement**	**Requirement**	**Key***	**Comments**
A.3 Performance Management Tool (optional)				
A.3.1	**M**	Ability to conduct periodic performance reviews, including self-assessment, supervisor assessment, and peer feedback		
A.3.2	**M**	Customizable performance rating scales and evaluation criteria.		
A.3.3	**M**	Capability to set and track individual goals		
A.3.4	**M**	Support for cascading goals from organizational objectives to individual performance goals.		
A.3.5	**M**	Tools for facilitating ongoing feedback between employees and supervisors		
A.3.6	**M**	Options for both formal and informal feedback channels		
A.3.7	**O**	Integration with learning management system (LMS) for training and development initiatives		
A.3.8	**O**	Features to identify skill gaps and recommend learning resources		
A.3.9	**M**	Comprehensive reporting capabilities to track performance metrics and trends.		
A.3.10	**M**	Customizable dashboards and analytics tools for data visualization		
A.3.11	**M**	Compatibility with existing IT infrastructure and systems		
A.3.12	**O**	Support for mobile devices		
A.3.13	**M**	Ability to integrate with other HRIS system(s)		

A.3.14	**M**	Availability of training resources (i.e. user manuals, online tutorials, training sessions)		
A.3.15	**M**	Procedures for system updates, patches, and maintenance		
A.3.16	**M**	A document repository. Prefer an interface with LaserFiche		

EXHIBIT “7”

iBTR Response and Pricing Proposal

city of Columbia

144/2024
iBTR
Supplier Response

Event Information

Number:	144/2024
Title:	Online Benefits and Performance Management Services
Type:	Request for Proposal
Issue Date:	7/12/2024
Deadline:	7/25/2024 05:00 PM (CT)

Contact Information

Contact:	Patrick Doll
Address:	701 E Broadway Purchasing Department Columbia, MO 65201
Phone:	(573) 8175005
Email:	patrick.doll@como.gov

iBTR Information

Contact: Jess Dreher
Address: 6230 Fairview Rd Ste 210
Charlotte, NC 28210
Phone: (314) 795-6533
Email: jdreher@ibtr.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jess Dreher	jdreher@ibtr.com
Signature	*Email*

Submitted at 7/24/2024 12:42:16 PM (CT)

Response Attachments

Addendum_1_(2) Signed.pdf

Signed addendum

iBTR Proposal Responses 7.11.24 - City of Columbia RFP 58-2024 (1).pdf

iBTR Proposal & RFP Responses

City of Columbia – Online Benefits & Performance Management Services Request for Proposal (RFP) 58/2024

July 11, 2024

Services provided by:

iBTR

Table of Contents - RFP Responses

Dear City of Columbia,

Thank you for considering iBTR for your HR technology solution. Our commitment to supporting our client's HR strategy and transforming how individuals interact with their benefits is not just our business—it's our culture.

Who We Are: Empowering Your HR Strategy Since 2008
At iBTR, we understand the significant role that effective HR technology and personalized employee engagement play in the success of high-performing organizations. With a unique blend of high-tech solutions and high-touch service, we are here to ensure your HR strategy is powered by solutions that matter.

Our Divisions: Tailored Expertise with Personalized Support
Our experienced team listens to understand your needs, creating customized solutions that integrate within your technology ecosystem. With our comprehensive support, from HR technology consulting to benefit administration to compliance and employee engagement, you can expect solutions that are as unique and dynamic as your organization.

Why iBTR: Strategic Partnership for Superior Results
Our consultative approach focuses on your needs, empowering you to meet today's challenges while planning for tomorrow's goals. We combine technology with unparalleled support to meet and exceed the demands of benefits enrollment and employee engagement.

Our Commitment: Your Success is Our Priority
We pledge to be an accessible, dependable, and responsive long-term partner, dedicated to helping you reach your organizational goals, enhance your benefits strategy, and support your evolving needs.

We look forward to partnering with you and driving success now and in the future.

Jess Dreher

Jessica Dreher, Sales Director

iBTR SIGNED SOLICITATION – RFP 58/2024

city of Columbia

SOLICITATION NO.: Request for Proposal (RFP) 58/2024
BUYER: Patrick Doll
PHONE NO.: (573) 817-5005
E-MAIL: patrick.doll@como.gov

TITLE: ONLINE BENEFITS AND PERFORMANCE MANAGEMENT SERVICES

ISSUE DATE: 5/31/2024

RETURN PROPOSAL NO LATER THAN: 7/11/2024 AT 5:00 PM CENTRAL TIME (END DATE)

OFFERORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH THE CITY'S E-BIDDING WEBSITE BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type **Solicitation Number** and **End Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing Division office (701 E. Broadway, 5th Floor) by the return proposal date and time.

(U.S. Mail) (Courier Service)
RETURN PROPOSAL TO: CITY OF COLUMBIA PURCHASING or CITY OF COLUMBIA PURCHASING

(U.S. Mail)	(Courier Service)
PO BOX 6015	**701 E. BROADWAY, 5th FLOOR**
COLUMBIA MO 65205	**COLUMBIA MO 65201**

CONTRACT PERIOD: Effective Date of Contract through One (1) Year

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

City of Columbia, Human Resources Department
600 E Broadway
Columbia, MO 65201

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein. The offeror further agrees that the language of this RFP shall govern in the event of a conflict with their proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Purchasing Division or when a Contract is signed and issued by an authorized official of the City of Columbia, a binding contract shall exist between the offeror and the City of Columbia.

SIGNATURE REQUIRED

OFFEROR NAME: iBTR	
MAILING ADDRESS: 6230 Fairview Road Suite 210	
CITY, STATE, ZIP CODE: Charlotte, NC 28210	
CONTACT PERSON: Jess Dreher	EMAIL ADDRESS: jdreher@ibtr.com
PHONE NUMBER: 314-795-6533	FAX NUMBER: NA
OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE): _X_ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt	
AUTHORIZED SIGNATURE: DocuSigned by: Jessica Dreher	DATE: 7-11-24
PRINTED NAME: Jessica Dreher	TITLE: Sales Director

DocuSign Envelope ID: EBCCF181-84D0-4D87-A4B3-10B5CD2E5478

iBTR SIGNED ADDENDUM - RFP 58/2024

RFP: 58/2024
Addendum No.1
Released: 6/28/2024

city of Columbia
Finance

NOTICE TO OFFERORS
ADDENDUM #1
RFP #58/2024
ONLINE BENEFITS AND PERFORMANCE MANAGEMENT

Offeror shall note the following information in regard to the above Request for Proposal and *incorporate this information in their submittal*. Offerors shall attach a signed acknowledged copy of this addendum to their bid response.

The City received the following requests for clarification. The answers are listed below.

No	Question	Answer
1	Billing Support – Is the City of Columbia looking for payment & billing reconciliation services or the ability to pull self-billing reports from the system?	The ability to pull self-billing reports from the system, and a point of contact to assist with any billing related questions.
2	Performance Management Tool – What does the City of Columbia currently have in place for performance management? iBTR's proposed benefits administration solution does not have a performance management component.	The current process involves paper forms and manual processing.
3	What is the City's Active Directory (Federated) Services / LDAP? Please provide further explanation. What is the platform for the LDAP?	The city utilizes Windows Active Directory and applications authenticate/interface with it via ADFS. There could also be direct links to Active Directory. As long as our AD is used in some method. Please provide the method of authentication you plan to use.
4	We noticed the request for technology solution support by phone or email – can you please clarify if this is support for the administrative HR/Benefits team or all employees?	This is the support team(s) for the product we are considering to acquire.
5	Regarding references, it is iBTR's standard protocol to not provide direct reference contact information until our designation as a finalist. We can, however, provide high-level reference details such as Client Name, Client Size, Client Tenure with iBTR, and Client Industry. Can you please confirm that this will suffice for the initial	The City is comfortable with this approach.

	round of the RFP? Upon designation as a finalist, reference contact information would be directly provided to the appropriate City of Columbia individual. Please confirm if City of Columbia is comfortable with this approach to references.	
6	The above standard protocol also applies to our ongoing service team. We have multiple implementation and ongoing service teams, all long-term, tenured, experienced employees. We take a customized approach to partnering our internal teams with each client. As such, in the initial round of the RFP, we include high-level information on our service team structure, roles and responsibilities, etc. As a finalist and in meeting with the City of Columbia, we will thoughtfully pair the appropriate implementation and service team to best meet the needs of the City of Columbia. Please confirm if City of Columbia is comfortable with this approach to service team designation.	The City is comfortable with this approach.
7	To provide access to proprietary security information, an NDA is required. Can you please let me know the name and email address of the individual who should have access to the NDA? Upon execution, access will be provided to the proprietary Third Party Trust which contains all relevant security information for our proposed solution. Specific security information cannot be submitted in the RFP – instead, we will reference the Third-Party Trust where all requested information can be found.	Cory Fischer will be the point of contact for NDA.

ACKNOWLEDGEMENT OF ADDENDUM #1

The undersigned Respondent hereby certifies that the information set forth in this Addendum #1 has been incorporated in their proposal and are a part of Request for Proposal No. 58/2024. All other provisions of the proposal documents, except as herein stated, shall remain in force as written.

Firm i B T R 7/9/2024 ____________________ Date _____________

Signed DocuSigned by: Jessica Dreher 0B37A952727D468... ______________________________

FINANCIAL – SOLUTION PRICING & ONGOING SUPPORT

PlanSource is a market-leading benefits administration solution designed to modernize how you manage benefits and elevate your employee experience. But technology is only as good as the team behind it – and that's where the iBTR PlanSource team shines. Let us expertly implement the system using our proprietary, time-tested processes, and make the benefits process easier. We go above and beyond to ensure you have a smooth and stress-free experience

We modernize the benefits experience for today's evolving business practices and ensures your organization's most valuable assets – your employees – are empowered in their benefits. Our tenured team of in-house service and configuration experts craft a streamlined administration and enrollment experience for HR Administrators and Employees alike.

PLANSOURCE SOLUTION SERVICE DETAILS

IMPLEMENTATION MADE EASY

Our team of PlanSource experts implement the system using a comprehensive, milestone-based process. We always start with a kick-off call to establish a project plan, review the implementation timeline, and get to know your team. With years of experience, we know the system inside & out!

CONCIERGE SERVICE & BENEFITS EXPERTISE

iBTR does the heavy lifting, with services including:

- Day-to-day ongoing service team who knows your account inside & out
- Create & Customize the Employee Benefit Enrollment Experience
- Build Benefit Plans & Eligibility per Carrier Specifications
- Load Employee & Dependent Demographics and Enrollment Data
- Author Customized Guides for New Hires, Life Events, & OE
- Execute Thorough Auditing & Testing
- Configure Alerts & Notifications for Employees & Admins
- Build Customized Admin and/or Employee Document Library
- Design Comprehensive Billing Suite
- Implement Carrier & Payroll Integrations
- Launch Reporting Module
- Enable Mobile-friendly Site
- Data Integrations Expertise

iBTR's data integrations team is experienced and proven to accommodate just about any company structure.

- Proven In-House team = faster build time for files!
- 700 templated connections & 15,000 data connections with PlanSource
- Dedicated building and testing of integration elements

ONGOING SERVICE & SUPPORT

Once your system is implemented, iBTR provides ongoing service & support to our clients that includes assisting the HR administrator with the following tasks at no additional charge:

- ✓ Assist with administrator mistakes (keyed wrong effective date, etc.)
- ✓ Assist with reporting
- ✓ Assist in reviewing import errors
- ✓ Assist with overriding rules
- ✓ Assist with current billing configuration
- ✓ Assist in learning new tasks or features
- ✓ Additional administrator access
- ✓ Additional client training
- ✓ Additional carrier bills

While client training is included in the ongoing service fee, the HR administrator will be trained on and expected to handle the following tasks:

- ✓ Add new hires
- ✓ Terminate employee(s)
- ✓ Process "normal" life events
- ✓ Download basic reports
- ✓ View employee history
- ✓ Reset employee password
- ✓ Download and re-run carrier bills
- ✓ Demographic imports
- ✓ Review Carrier Discrepancy Reports (unless Carrier Discrepancy Service is elected)

Any updates or requests submitted after the Go Live date that are considered an additional site change may be subject to an hourly rate. Updates will be scoped and quoted at the time of request. These change items include, but are not limited to, the following:

- ✓ Additional Importing (Employees, Dependents, Benefit Plan Enrollments, etc.)
- ✓ Additional Locations
- ✓ Additional Classes
- ✓ New Carrier or Payroll Files or File Updates
- ✓ New Plans or Updates to Plan Rules and/or Rates

CITY OF COLUMBIA PRICING PAGE

ASSUMPTIONS

- PEPM based on 1360 total employees on the software.
- Quote does not reflect any third-party subsidies or credits.
- Fees are based on total employees indicated above. Ongoing Service Fee may be adjusted in the event of a 25% variance in total employees.
- Please review full list of packaging options for all inclusions and details, included in the iBTR Pricing Proposal following the City of Columbia Pricing Outline.

CITY OF COLUMBIA REQUESTED PRICING OUTLINE

Line Item	Description	Original Contract Period Firm, Fixed Price	1st Renewal Period Maximum Price	2nd Renewal Period Maximum Price	3rd Renewal Period Maximum Price	4th Renewal Period Maximum Price
1	Implementation Fee	**$12,000**	**$0**	**$0**	**$0**	**$0**
2	Core Ongoing monthly fee: See iBTR Pricing Proposal for Included Services	**$4.28 Per Employee Per Month**	**$4.41 Per Employee Per Month**	**$4.54 Per Employee Per Month**	**$4.68 Per Employee Per Month**	**$4.82 Per Employee Per Month**
3	Decision Support One-Time Setup Fee	**$800**	**$0**	**$0**	**$0**	**$0**
4	Decision Support Ongoing Fee	**$1.25 Per Employee Per Month**	**$1.25 Per Employee Per Month**	**$1.25 Per Employee Per Month**	**$1.25 Per Employee Per Month**	**$1.25 Per Employee Per Month**
5	Fee per EDI feed for Medical Insurance Carrier	**$1,000**	**$0***	**$0***	**$0***	**$0***
6	Fee per EDI feed for Dental Insurance Carrier	**$1,000**	**$0***	**$0***	**$0***	**$0***
7	Fee per EDI feed for Vision Insurance Carrier	**$1,000**	**$0***	**$0***	**$0***	**$0***

Line Item	Description	Original Contract Period Firm, Fixed Price	1st Renewal Period Maximum Price	2nd Renewal Period Maximum Price	3rd Renewal Period Maximum Price	4th Renewal Period Maximum Price
8	Fee per EDI feed for Life & Disability Insurance Carrier	**$3,000**	**$0***	**$0***	**$0***	**$0***
9	Fee per EDI feed for FSA Carrier	**$3,000**	**$0***	**$0***	**$0***	**$0***
10	Fee per EDI feed for Worksite Carrier	**$3,000**	**$0***	**$0***	**$0***	**$0***
11	Fee per EDI feed for Payroll Demographics	**$3,000**	**$0***	**$0***	**$0***	**$0***
12	Fee per EDI feed for Payroll Deductions	**$3,000**	**$0***	**$0***	**$0***	**$0***
13	Fee per EDI feed for COBRA Carrier (2 feeds typically required)	**$1,800**	**$0***	**$0***	**$0***	**$0***
*	EDI Feed Clarification	**EDI File Feed costs are listed above. Please note, if new carriers are implemented for any given benefit, a new EDI file feed charge will apply for the rebuild of the EDI file.**				
14	If the contract extends beyond the fourth renewal period, Offeror shall state the maximum annual percentage increase that shall apply.	**3%**				

Line Item	Description	Original Contract Period Firm, Fixed Price	1st Renewal Period Maximum Price	2nd Renewal Period Maximum Price	3rd Renewal Period Maximum Price	4th Renewal Period Maximum Price
15	ACA Reporting Module One-Time Setup Fee (ADD-ON OPTION)	**$800**	**$0**	**$0**	**$0**	**$0**
16	ACA Reporting Module Ongoing Fee (ADD-ON OPTION)	**$1.00 Per Employee Per Month**	**$1.00 Per Employee Per Month**	**$1.00 Per Employee Per Month**	**$1.00 Per Employee Per Month**	**$1.00 Per Employee Per Month**
17	ACA Per File Fee	**ACA Per File Fee fluctuates**				
18	Employee Resource Center (ADD-ON OPTION)	**$1.65 Per Employee Per Month**	**$1.65 Per Employee Per Month**	**$1.65 Per Employee Per Month**	**$1.65 Per Employee Per Month**	**$1.65 Per Employee Per Month**

Line Item	Description	Original Contract Period Firm, Fixed Price	1st Renewal Period Maximum Price	2nd Renewal Period Maximum Price	3rd Renewal Period Maximum Price	4th Renewal Period Maximum Price
19	Life Event Processing (Resource Center ADD-ON OPTION)	**$0.40 Per Employee Per Month**	**$0.40 Per Employee Per Month**	**$0.40 Per Employee Per Month**	**$0.40 Per Employee Per Month**	**$0.40 Per Employee Per Month**
20	Dependent Verification (Resource Center ADD-ON OPTION)	**$0.65 Per Employee Per Month**	**$0.65 Per Employee Per Month**	**$0.65 Per Employee Per Month**	**$0.65 Per Employee Per Month**	**$0.65 Per Employee Per Month**
21	Type 1 Renewal: See iBTR Pricing Proposal for Details	**NA**	**$1,000**	**$1,000**	**$1,000**	**$1,000**
22	Type 2 Renewal: See iBTR Pricing Proposal for Details	**NA**	**$1,500**	**$1,500**	**$1,500**	**$1,500**

Line Item	Description	Original Contract Period Firm, Fixed Price	1st Renewal Period Maximum Price	2nd Renewal Period Maximum Price	3rd Renewal Period Maximum Price	4th Renewal Period Maximum Price
23	Type 3 Renewal: See iBTR Pricing Proposal for Details	**NA**	**$2,000**	**$2,000**	**$2,000**	**$2,000**
24	COBRA Management	**Quoted Upon Request**				

iBTR PRICING PROPOSAL DETAILS

PACKAGE DETAILS

CORE PACKAGE	Implementation Fee	Ongoing Fee
Implementation Services • Customize Employee Benefit Enrollment Experience (Mobile Enabled) • Build Benefit Plans & Eligibility per Carrier Specifications • Load Employee & Dependent Demographics and Enrollment Data • Author Customized Guides for New Hires, Life Events, & OE • Execute Thorough Auditing & Testing • Configure Alerts & Notifications for Employees & Admins • Design Comprehensive Billing Suite (allows for self-billing) • Launch Reporting Module • Build Customized Admin and/or Employee Document Library • Scheduled & Ongoing Admin User Training • Customized Admin Guide & Training Documentation • Configure Dependent Verification Module • Configure Enrollment Rules (New Hire, QLE, etc.) **Ongoing Services** • Assist with Administrator Mistakes (keyed wrong effective date, etc.) • Assist with Reporting and Billing Configuration • Assist in Reviewing Import Errors • Assist with Overriding Rules • Assist in Learning New Tasks or Features • Additional Administrator Access and Client Training • Support with Add-On Modules, if selected	$12,000.00 One Time Set Up Fee	$4.28 PEPM Ongoing Service Fee $3,500.00 Minimum Monthly Investment

OPTIONAL ADD-ON:

- Add-On Services & Modules are optional and priced as listed below.
- Add-On Services & Modules can be configured during implementation or after system Go-Live

ADD-ON MODULES	ONE TIME SET UP FEE
ACA Reporting Module Setup Fee	$800.00
Document Management	$750.00
ONGOING FEES	**ONGOING MONTHLY PRICE PER EMPLOYEE**
ACA Reporting Module Fee	$1.00
Foreign Language Fee	$0.20
Billing & Reconciliation Services	*Quoted upon request*

ADD-ON SERVICES	ONGOING MONTHLY PRICE PER EMPLOYEE
Demographic Import Monitoring	$0.50
EMPLOYEE ENGAGEMENT SERVICES	
Benefits Education & Enrollment Services – Annual Enrollment	*Quoted upon request*
Benefits Education & Enrollment Services – New Hires & QLE	*Quoted upon request*
Employee Resource Center	$1.65
Life Event Processing	$0.40 *(must take Employee Service Center)*
Dependent Verification	$0.65 *(must take Employee Service Center)*
Evidence of Insurability Processing	*Quoted upon request (must take Employee Service Center)*

DATA INTEGRATIONS:

DATA INTEGRATIONS	ONE TIME SET UP FEE	FEE STRUCTURE
Medical Carrier Connect Fee	$1,000.00	Per File
Dental Carrier Connect Fee	$1,000.00	Per File
Vision Carrier Connect Fee	$1,000.00	Per File
Life and Disability Carrier Connect Fee	$3,000.00	Per File
FSA Carrier Connect Fee	$3,000.00	Per File
HSA File Setup Fee	$3,000.00	Per File
Worksite Carrier Connect Fee	$3,000.00	Per File
COBRA Carrier Connect Fee (requires 2 files)	$1,800.00	Per File
Payroll Demographic Connect Fee	$3,000.00	Per File
Payroll Deduction Connect Fee	$3,000.00	Per File

ANNUAL RENEWAL SERVICES:

Renewal fees may apply based on the scope of changes needed before Open Enrollment. Additional fees may apply for complex renewals or to expedite the renewal process within your technology. All plan & rate documents must be provided to iBTR 10 business days before the Open Enrollment start date, or a rush fee may apply. (Rush fee is in addition to standard renewal fees and applies to any package level.)

Type I - $1,000.00 – Rate Updates Only
Rush fee: $500.00

Type II - $1,500.00 – Up to 4 plan/carrier changes or additions
Rush fee: $1,000.00

Type III - $2,000.00 – More than 4 plan/carrier changes or additions.
Maximum of 15 hours. Rush fee: $1,500.00

Data file changes will incur additional fees for any new carrier or data file requests. Fees incurred may range between $250.00 - $2,500.00 per file needed. An 8–10-week file implementation timeline may begin once the current open enrollment window is completed and closed, the new file structure has been received by iBTR, and the file implementation contact(s) have been provided to iBTR.

ACA COMPLIANCE SERVICES:

ACA Services - Requires a minimum of two years of service.

- Filing to the IRS for 1094 forms are included with the ongoing PEPM.
- Optional printing and mailing of the 1095-C forms are available for an additional fee per form.
- Pricing is determined each calendar year and is an opt-in or out each year.

State ACA Services – if applicable

- PlanSource charges an additional PEPM for State reporting with $1,000 annual minimum per client. Please refer to State ACA Costs chart below.
- Each FEIN requires its own state transmission. Additional fee of $100 per FEIN if more than 5 FEINs.
- PEPM fee is for total employee count for employer, not employees within applicable states
- Fees for state fulfillment may vary as they are determined by PlanSource.

State ACA Costs	100-1K EEs	1-5K EEs	5k+EE
Current State Reporting PEPM	$0.15	$0.10	$0.08

ADDITIONAL MODULES DESCRIPTIONS:

Spanish Translation

Language options let employees see all hard-coded text translated into the language selected on the site. Customized text can also be translated per the needs of the organization. Currently, translation of hard-coded PlanSource site text is available in Spanish.

Document Management

PlanSource can be set up to request documents from employees based on specific enrollment scenarios. Documents can be processed by Client Administrators, and anyone can upload documents to the tool, as triggered by specific life events.

Billing Services – *Plansource Additional Service*

The Billing Reconciliation and Payment Service from PlanSource takes the worry out of billing and reconciliation for HR teams. From gathering monthly carrier bills and calculating self-reported totals to handling payment to insurance carriers and resolving issues, PlanSource manages the process from end-to-end. Quoted upon request.

ADDITIONAL SERVICES DESCRIPTIONS:

Demographic Import Monitoring

By default, you will be notified via email by PlanSource of any demographic import errors. However, if you need extra assistance monitoring this process, iBTR can help with this. We will monitor the demographic import and email the administrator of any updates required in the HRIS system.

ACA RESPONSIBILITIES:

Client ACA Responsibilities

- Maintaining the benefit administration system employee records and all relevant fields throughout the year and in a timely manner.
  - Ensure employee's salaries are accurate and up-to-date.
  - Ensure that medical insurance rates provided to iBTR are accurate.
  - If self-insured, this includes covered dependents and COBRA enrollees. If applicable, this also includes Retirees.
- Measuring employee's hours for eligibility and making all necessary benefits administration system updates to employee's gaining/losing eligibility per provided instructions so that the system may properly populate data on the 1094/1095 forms.
  - This may include regularly loading hours into the benefits administration system and running routine audits on the results.
  - Finalizing any measurement period (Initial/Standard) review in a timely manner, offering coverage to qualified employees, and updating their records to reflect such.
- Audit employee demographic information to ensure accuracy.
- Audit 1094 form to ensure that company information, FEIN and IRS contact information is accurate.
- Audit 1095 forms to verify that all eligible employees are receiving a 1095 form.
- Audit 1095 forms to ensure codes generated are representative of the employee's employment history, benefit
- eligibility, and enrollment history.
- Reviewing all data provided by benefits administration system and iBTR prior to forms being filed and immediately advising of any updates that should be made. Furthermore, advising exactly what the changes should be.
- Sign up for benefits administration system form mailing fulfillment service if wanted. (OPTIONAL)
- E-file forms by the deadline as established by the IRS/provide approval for such if using a iBTR filing service (where available).
- Distribute forms to employees prior to the IRS established deadline, if not using benefits administration system mailing fulfillment.
- Correct any errors noted by the IRS in a timely manner, entering all applicable updates into the benefits administration system to ensure that data is correct moving forward, as well.
- Working with a Tax Advisor or Attorney to ensure compliance and work through any notices returned by the IRS.

iBTR ACA Responsibilities

- Providing the resources required for the client to understand and execute their responsibilities within the benefits administration system.
- Assisting with manual updates in the benefits administration system so that necessary adjustments to forms or data are assured to be as the client expects.
- Educating the client about how the benefits administration system populates the data on the forms so that routine maintenance is inclusive of all necessary fields.
- Ensure that the benefits administration system is producing the 1094 & 1095 forms for review.
- If client has decided to have the benefits administration system (or authorized third-party affiliate, where applicable) file forms electronically on their behalf, iBTR will assist with the transmission and filing of the forms once final sign-offs are completed.
- Obtain sign-off of ACA filing and form generation.
- Aid in updating requested benefits administration system data so that corrected forms can be produced when necessary.

iBTR SECURITY DETAILS

Every person employed at iBTR is a full-time employee. We do not use 1099 contractors. iBTR takes security very seriously and have never experienced a data breach. Every iBTR employee's workstation is equipped with the below protocols, and we require ongoing data/cyber security training each year. iBTR leverages FUSE3 for its outsourced IT support & standards. They are heavily invested in ensuring our secure environment and conduct 24/7 monitors of our network and each computer. Learn more at www.fusethree.com.

BitLocker – Workstation Encryption

Every iBTR workstation has all hard drives encrypted using BitLocker with a key unique to the system before they are given to end users. BitLocker encrypts all data on the hard drive with 256-bit encryption. Since the prompt for that key comes before Windows boots, you cannot see any data on the hard drive even if you take the physical disk out of the machine. This provides an extra layer of security for data on iBTR workstations in addition to operating system security.

Microsoft – Secure email solution

iBTR utilizes Office 365 as their email provider. This allows for both a safe and secure place to retain email in addition to providing remote support and formatting tools so that items hosting that email can be erased in the event of a breach or a lost or stolen device.

Sophos – Proactive defense against Internet threats

Sophos advanced threat protection provides a secure path for all traffic to and from an iBTR workstation and is sent through Sophos's state of the art and ever learning database of threats so that we can be alerted when a threat pops it. It prevents malware infections by preventing traffic to sites that are known to host malware.

Sophos EndPoint Protection – Antivirus

Sophos has a proven track record as a superior AV solution and has been deployed to all iBTR machines. It patches multiple times a day and does a full scan daily. Also, it has a real-time scanner to catch and stop malware before it becomes a problem. Their response time today 0 attacks is extremely fast.

ConnectWise Automate – Remote monitoring and patching tool

Automate controls workstation patching on iBTR's machines, ensuring that the latest security patches are in place on a regular basis without end-user intervention. Additionally, Automate allows iBTR's IT support firm to make security and best practice changes company-wide and notifies them when machines are not in alignment, be it a malware infection, out of date updates, or a drive is full.

ShareFile - Secure File Sharing

Secure file sharing is used on every workstation – it is more than just password protection and private email servers.

- Compliance and regulations support and guidelines, including HIPAA, HITECH, FINRA, CFPB, bar
- association ethics, and rule requirements.
- Encryption for all files and email. Secure files during transfer with SSL/TLS encryption protocols and in storage using AES 256-bit encryption.
- When sending files and emails via Microsoft Outlook with ShareFile with use encryption for the entire email, both the message itself and any attachments.
- Customers, clients, vendors, and others can securely send files or emails back to iBTR via a secure
- upload link even if they aren't ShareFile customers themselves.
- ShareFile leverages State-of-the-art data centers - keep your files safe using SSAE 16 Type II certified data centers, proven and trusted cloud infrastructure.
- Customizable controls and permissions settings - workflow audit trails, configurable permissions and intuitive reporting tools to get insight into and control over who is accessing data and when.
- Two-step verification for account logins. Secure desktop and mobile tools

EMPLOYEE ENGAGEMENT SERVICES DESCRIPTIONS:

Benefits Education & Enrollment Services – Annual Enrollment
Provide your employees with a 1-on-1 educational enrollment experience with Benefit Education and Communication services. Our team is committed to meeting with and educating employees about your organization's benefits, technologies, and initiatives. Quoted upon request.

Benefits Education & Enrollment Services – New Hire & QLE
Provide your employees with a 1-on-1 educational enrollment experience with Benefit Education and Communication services. Our team is committed to meeting with and educating employees about your organization's benefits, technologies, and initiatives. Our team will monitor all New Hire and QLE enrollments, as well as personally reach out to employees on behalf of your HR team to offer support and enrollment services. Quoted upon request.

Employee Resource Center
Our year-round Employee Resource Center provides a professional yet compassionate extension of your HR team. This one-on-one technical support is accessible via a dedicated, customized phone number and email address for a humanized approach to technology questions and concerns such as login support, enrollment FAQs, general benefit questions for ACA forms, and more. Requires a minimum of one year of service. Quoted upon request.

Manage and Process Life Events – Service Center Add-On
As part of your standard implementation, the system will be configured to allow employees to self initiate life events. However, if you select Employee Resource Center iBTR can assist with reviewing and approving these events. When an employee completes a life event, it will pend for administrator approval. With this service iBTR will review any pending life events and review any documents your company requires due to this event. iBTR will then approve the life event if information is complete. If the employee is missing documentation, our employees service center team will reach out to employees to obtain the information require and make updates in PlanSource. Quoted upon request.

Manage and Process Dependent Verification – Resource Center Add-On
As part of your standard implementation, the system will can be configured for dependent verification. If you select Employee Resource Center with Dependent Verification iBTR can assist by reviewing newly added dependent verification. iBTR will work with employees and administrators to obtain necessary documentation and approve or deny dependents in PlanSource. Quoted upon request.

Evidence of Insurability Processing
If your carrier does not have 360° Evidence of Insurability Processing with PlanSource, the carrier will manually notify you when an EOI is approved or declined. With this service, the carrier will notify iBTR instead. iBTR will then go into the system and approve and decline the pending Evidence of Insurability event. This update will then be communicated in the payroll deduction file.

ABOUT iBTR – EXPERIENCE, RELIABILITY & EXPERTISE

OFFEROR INFORMATION – EXHIBIT A

PROVIDE A BRIEF COMPANY HISTORY, INCLUDING THE FOUNDING DATE AND NUMBER OF YEARS IN BUSINESS AS CURRENTLY CONSTITUTED.

Founded in 2008, iBTRs represents the unification of three pioneering companies, combining their strengths to deliver exceptional HCM and employee engagement solutions. With over 15 years of industry experience, we are committed to:

- Simplifying the Total Technology Experience: Making technology easy to use for both employees and business leaders.
- Filling Service and Expertise Gaps: Providing the comprehensive support often missing from HR technology providers.
- Enhancing Employee Benefits: Offering personalized benefits education and support to help employees maximize their benefits.

At iBTR, we're dedicated to delivering top-notch customer service and support. Our commitment to excellence is summed up in our tagline, "Make Every Interaction Count," as we strive to meet and exceed our clients' needs with every engagement.

DESCRIBE THE NATURE OF THE VENDOR'S BUSINESS, TYPE OF SERVICES PERFORMED, ETC. IDENTIFY THE VENDOR'S WEBSITE ADDRESS, IF ANY.

iBTR, www.ibtr.com, specializes in benefit strategy enablement. We work with clients to understand their current challenges and future goals, crafting tailored technology and engagement solutions that address their pain points and drive results that impact their benefit strategies. Our three specialized divisions — Employee Engagement, and Benefits Administration, HR Technology Consulting —offer flexible and integrated services, ensuring a personalized and comprehensive approach to benefits strategy enablement.

- **Benefits Administration** – provides full-service benefits administration, technology implementation, carrier and payroll integration, ongoing daily and annual benefit renewal support. This team is the gold standard for service in the market with a culture focused on driving client outcomes. Our team works side-by-side with the client's management team to build and customize the platform, based on their business guidelines and objectives to ensure every interaction with the employee counts.
- **Employee Engagement** – provides high impact, one-on-one counselor assisted education, communication and enrollment support for open enrollment, acquisitions, and new hire on-boarding. In addition, we help transition HR teams from transactional to transformational with our year-round Employee Resource Center. Serving as an extension of our client's HR and Benefits team, our resource center offers support to employees and their families for their HR technology and benefit inquiries in a personalized setting throughout the year. These services are all customized based on the specific business guidelines, objectives, and culture outlined by our clients.
- **HR Technology Consulting** – advises employers, brokers, and carriers on best practices for HCM (Human Capital Management) Solutions such as Benefits Administration, Payroll, HR, and more. iBTR's Consulting team supports employers in the sourcing, implementation, and optimization of technologies within the full HR Technology ecosystem. This experience provides our consultants

with visibility into the HCM marketplace, which allows us to be highly knowledgeable and effective as we work with each and every client.

With these three areas of expertise, we can tailor our services to meet clients where they are and support their growth into the future. This blend of customization, expertise, and high-quality service sets us apart, enabling us to consistently exceed expectations and drive client success.

PROVIDE A LIST OF AND A SHORT SUMMARY OF INFORMATION REGARDING THE VENDOR'S CURRENT CONTRACTS/CLIENTS.

iBTR has served middle and large-market clients for close to two decades. We do not specialize in any one geography, industry, or revenue segment. We believe each client, regardless of industry, is unique and needs to be treated as such. iBTR currently supports over 400 clients in 25+ different industries. We do have a great deal of experience in the municipal and public sector, and currently support over 100 clients in this space.

LIST, IDENTIFY, AND PROVIDE REASONS FOR EACH CONTRACT/CLIENT GAINED AND LOST IN THE PAST TWO (2) YEARS.

Our client retention rate was 94% in 2023 & 96% in 2024. We have never lost a client due to poor service. We have only lost clients due to acquisitions, broker of record change where the broker is providing technology, or clients moving to an all-in-one solution within their HCM suite.

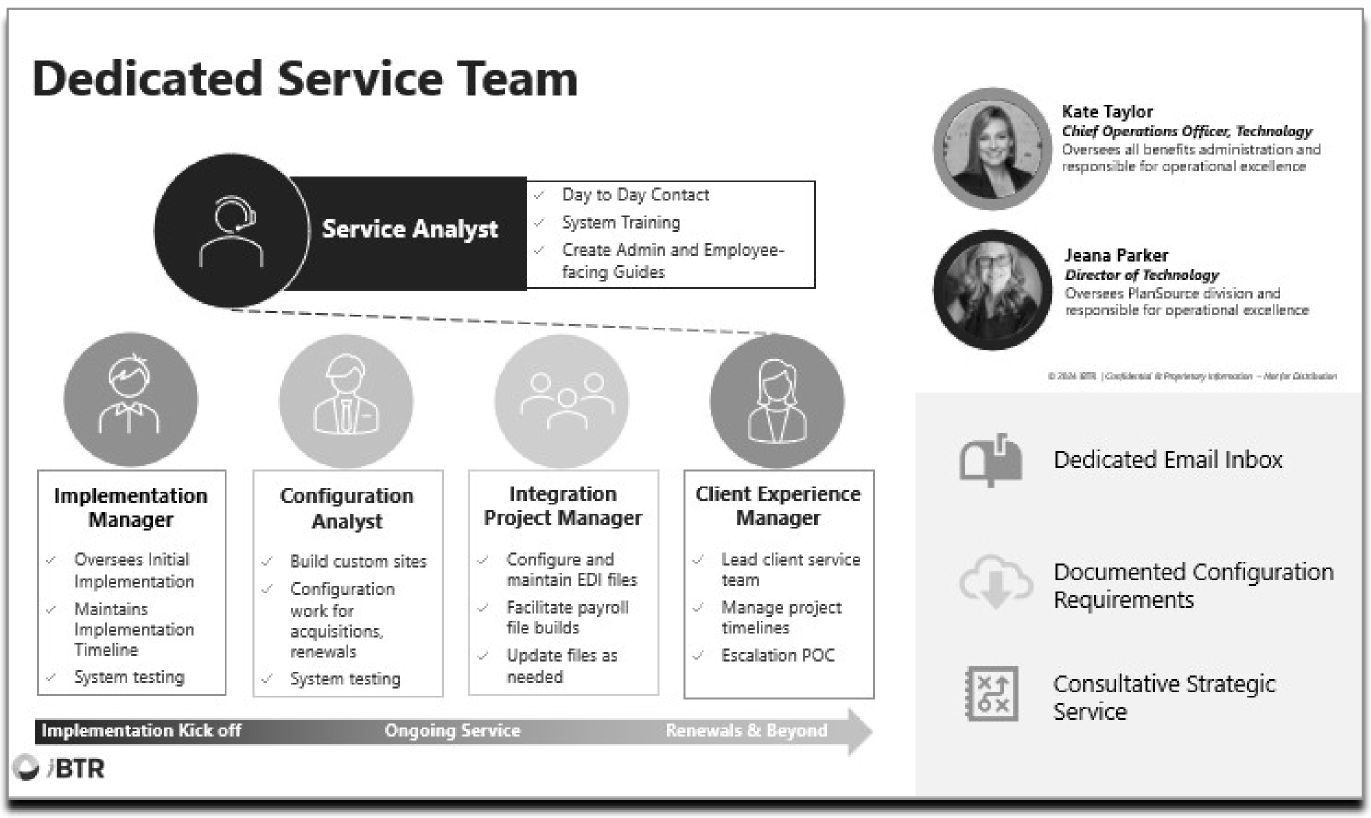
Our client philosophy is sometimes best described as "measured growth" with our current and new client base. Every year since inception, we have added clients generally through organic growth, one client at a time, focusing on the project(s) at hand and ensuring effective implementation and execution, literally at the client level. A culture of service excellence has prevailed at iBTR for many years, and we believe that referenceable clients are the key to continued growth and measured success.

CURRENT & PRIOR EXPERIENCE – EXHIBIT B

Offeror Name or Subcontractor Name: iBTR (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	iBTR's policy is not to provide specific reference contact details until we have reached the finalist stage of the RFP process. We will be able to provide multiple Plansource references ranging from 500 – 2000+ lives to demonstrate our experience and successful project outcomes. We hope to have the opportunity to follow up on this item at a later stage.
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	
Title/Name of Service/Contract	
Dates of Project Initiation and Project Completion:	
If service/contract has terminated, specify reason:	
Description of Services Performed, such as: ✓ What the offeror did ✓ How the offeror did it ✓ Results ✓ Additional Detail	
Personnel Assigned to Service/Contract (include all key personnel and identify role):	

EXPERTISE OF KEY PERSONNEL – EXHIBIT C

Title of Position: Dedicated iBTR Implementation & Ongoing Support	
Name of Person:	iBTR does not generally assign our dedicated team members until we have reached the finalist stage of the RFP process. We will provide all staffing details upon designation as a finalist and have designated a Implementation Project Manager and Configuration Analyst, both senior team members, to support the City of Columbia's implementation if we have the opportunity to partner. Biographies are provided on the following pages. Below please find high-level illustration of our service team structure, roles and responsibilities.



Title of Position: Implementation Project Manager	
Name of Person:	**Shannon Tuccini, Senior Implementation Project Manager** Shannon manages implementation projects and ongoing support for clients and brokers on iBTR Ben Admin Division. She has a true passion for providing outstanding customer service and enjoys building lasting relationships through her broker and client interactions. Shannon has over 20 years of experience in the insurance industry with an emphasis on enrollment and benefits administration. Shannon values being a lifelong learner and continues to expand her knowledge within the ever-changing technology industry.
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed.	
# of years' experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and Dates	

Staffing Methodology

Describe the person's planned duties/role proposed herein:	

List of Projects and Roles Completed

Describe the projects worked by the individual and the specific role:	

Title of Position: Configuration Analyst	
Name of Person:	**Denise Pyott, Senior Configuration Analyst** Denise handles all aspects of system building and configuration for iBTR clients. She is thorough and has a strong attention to detail to ensure each client's site is configured correctly the first time. Denise enjoys helping her clients relieve administrative burdens by creating streamlined processes to increase efficiency. She has spent over 30 years working in HR consulting, data management, accounting, and the insurance industry.
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed.	
# of years' experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and Dates	

Staffing Methodology

Describe the person's planned duties/role proposed herein:	

List of Projects and Roles Completed

Describe the projects worked by the individual and the specific role:	

METHOD OF PERFORMANCE

EXHIBIT E

iBTR & PLANSOURCE - BEST IN CLASS SOLUTION

iBTR is an award-winning top reseller of multiple ben admin platforms, including our proposed Plansource Benefits Administration system. With the reseller model, our clients get a powerful combination of advanced technology and exceptional service. Our structured approach ensures a seamless implementation process, while our ongoing support fosters a successful, long-term partnership.

Plansource is a robust and flexible ben admin technology solution. It provides seamless integrations and offers comprehensive capabilities for secure online enrollment, real-time data management, customizable communication options, and more. With its adaptable architecture and streamlined interface, Plansource provides a "Best in Class" benefits administration and employee experience. Key system highlights include:

- Flexibility & Customization:
  - Allows branding with logos, custom messages, and library to house benefit resources and documents.
  - Supports extensive customization for an optimized user experience.
  - Integrates with hundreds of vendors and carriers.
  - Payroll integration flexibility – experience working with the MUNIS platform.
  - Secure & HIPAA compliant.
- Robust Reporting Capabilities:
  - Over 300 standard reports and ad hoc reporting tools.
  - Real-time, customizable reporting for tracking enrollment, generating billing reports, and complying with ACA requirements.
- Administrative Experience - Administrators benefit from:
  - Tracking new hires and enrollment status.
  - Full ability to adjust benefit elections, eligibility, and start and end dates etc.
  - Access to standardized and customized reporting.
  - Customizable emails and text messages for engagement.
  - Access to an Executive Dashboard for real-time snapshots of key metrics.
  - Automated alerts for required actions and automated changes.
- Employee Experience - Plansource makes benefit management easy for employees:
  - 24/7 access from any device.
  - Full self-service enrollment for Annual Enrollment, New Hires, and Qualifying Life Events.
  - Streamlined enrollment workflow with step-by-step guidance.
  - Support for concurrent enrollments and dual enrollment processing.
  - Benefit Decision Support "DecisionIQ" for personalized, AI-powered benefit decisions.
  - Benefits and Resource Library.

Plansource is true ben admin point solution and does not include performance management. iBTR's consulting team can advise and support with selection of a performance management system, pricing quote available upon request.

iBTR PLANSOURCE IMPLEMENTATION PROCESS

We fully implement and service the Plansource platform with a focus on client support. With over ten years of implementation and configuration experience, our nationally recognized team goes beyond market standards of customer service to ensure your experience is smooth and stress free. Utilizing a comprehensive, milestone-based project plan, we organize business rules and processes, capture necessary demographic/enrollment data, and establish benefit structures to ensure a successful long-term partnership.

Each client is assigned a dedicated Implementation Team to guide them through the process, as well as a dedicated Account Team that provides ongoing support, including during renewals.

Implementation process key highlights include:

- Requirements Review: iBTR reviews all requirements documents and clarifies any questions regarding structure and setup.
- Regular Communication: Weekly or biweekly implementation calls, typically 1 hour, facilitate Q&A sessions with the client and broker teams.
- Site Build and Testing: Our implementation team analyst builds out the site based on provided information. Internal testing is conducted before moving to the client and broker testing phase. The initial build and testing will be done in the production environment. At the go-live launch, a test site will be created which can be used for updates that may interfere with the live site. Please note, the design of the PlanSource system separates all benefits and rules by plan year so that as a new plan year is created it doesn't impact the current plan year and remains dormant until the enrollment is live. We would be happy to discuss the best approach for the City as we move through the process.
- EDI Set Up & Carrier Discrepancies: Once the required file specifications are provided the EDI team would move forward to implement the integration. Generally, once file specifications are finalized, the integration will be completed within a 10-12 week timeframe. Here is an outline of integration types available with Plansource
    - 834 EDI – Electronic Data Interchange
    - API – Application Programming Interface
    - SSO – Single Sign On
    - Payroll Integrations – Demographics & Deductions
    - EOI – Evidence of Insurability Data & Elections
    - Port & Conversion
    - COBRA – New Events & Qualifying Events
    - PlanSource can receive and export .csv, .xml, pipe delimited, and 834 data files

iBTR conducts testing with carriers and, upon request, performs scenario-based testing. We request full comparisons from carriers to identify discrepancies and work closely with clients and carriers to resolve any issues before going live.

- Extensive Training: We provide thorough administrator training on all system aspects, including employee setup, enrollment processing (annual, new hire, special), life event processing, termination processing, rehire processing, benefit class changes, and reporting. All training is included in our fees.

The implementation of PlanSource is typically completed within 90 days. A sample timeline/calendar is included with this submission.

DEDICATED ONGOING SERVICE-CITY OF COLUMBIA ADMINISTRATIVE SUPPORT

The City of Columbia will be assigned an implementation and ongoing service team comprised of the following members:

- Client Experience Manager: Oversees all ongoing projects and has at least 5 years' experience with Plansource software configuration and service.
- Service Analyst: Day-to-Day direct contact for ongoing service questions
- Configuration Analyst: Behind-the-Scenes site configuration specialist
- Quality Assurance: Ongoing Testing & Auditing
- Integrations Team: Dedicated EDI, API, and SSO configuration team that supports file building, testing, and ongoing maintenance.

With our service model:

- iBTR's expected response time to service inquiries is a maximum of one business day. We will respond to your request within 24 hours, if not the same day. If further research is needed, you will be notified.
- Renewal notices will be sent out 120 days prior to the renewal date, detailing the information needed to process the renewal. Follow-up notices will also be sent at 90 days, 60 days, and/or 30 days prior to the renewal as needed.
- Release updates that will impact your account will be communicated appropriately.
- iBTR is available as your technical service team for system functionality and EDI.
- Any ongoing open items will be documented and provided on an ongoing basis biweekly or weekly - as needed.

iBTR's ongoing service responsibilities include:

- Assist with administrator mistakes (keyed incorrect effective date, etc.)
- Assist with reporting.
- Assist in resolving import errors.
- Assist with overriding rules.
- Assist with billing questions.
- Assist with file discrepancies.
- Assist administrator in learning new tasks and features.
- Additional importing
- Adding locations
- Adding benefit classes
- Granting administrator access
- EDI file updates
- Coordinate implementation of new EDI files
- Adding new benefit plans
- Updates to existing plans with new rules and/or rates
- Changes to any current rules and/or current rates

DEDICATED ONGOING SERVICE - EMPLOYEE SUPPORT

Plansource offers full self-service capabilities and is available anywhere the employee has access to the internet. Employees will be able to find benefit information in the library, enroll in benefits at annual enrollment, initiate status changes and Life Events, edit or add beneficiaries and more, right from their employee homepage. The website is mobile-responsive and will reformat to fit any screen. All configured services and modules will be available to the employee via tablet, smartphone, and desktop computers.

Plansource's enrollment administration supports all types of employee enrollments (Annual New Hire, Life Event, and Special Enrollments) and enrollment conditions (Active, Passive, Semi-Passive, and Straight-line), all of which are customizable by benefit class, plan, and life event. Plansource also supports custom employee communications via automated emails and text messaging outreach.

Employee will have access to DecisionIQ Plansource's built in benefit decision support designed to empower smarter, more confident benefit decisions. With PlanSource's DecisionIQ, employees receive intelligent, personalized guidance for all types of benefits, so they can navigate complex choices with ease.

In addition to the robust Plansource platform, the City of Columbia would have the option to layer in our additional employee engagement services and support providing personalized benefits and technology assistance to enhance and support their engagement and overall satisfaction.

Each of our engagement support solutions are uniquely customized to align with our client's specific engagement goals and needs. Dedicated implementation and ongoing support teams are designated for each of the following engagement service offerings.

- **Employee Resource Center:** Providing support to employees for their HR Technology and benefit inquiries in a personalized setting throughout the year via custom phone number and email. Services provided are not limited to, but can include answering general questions, soft transfer to vendors, verifying eligibility, supporting QLEs, and providing individualized support with insurance carriers. This service is an additional PEPM.
- **Annual Enrollment:** iBTR provides call-center and/or onsite benefits communication services. Benefit Counselors will meet with each employee for 20-30 minutes to explain all benefit options, answer employee questions, support system training if needed and complete the enrollment process. The goal is for each employee to walk away with a better understanding of how SRCDS available benefits fit their individual or family needs. This service has the opportunity to be provided at zero corporate cost.
- **New Hire Onboarding Services:** iBTR provides new hire employees with an opportunity for a one-on-one conversation with a Benefit Counselor as part of their onboarding. Like Annual Enrollment, the process is customized by client and includes: iBTR operating as a direct extension of HR and the benefits team, the ability to meet with new employees for 30 minutes to review benefits and employer messaging, employee education on the value of your benefits package and a high-touch, customized engagement that establishes an employee-centric culture. This service has the opportunity to be provided at zero corporate cost. Minimum monthly engagement required.

TECHNICAL REQUIREMENTS - EXHIBIT H

Key*	Description
F	**Fully functional**, provided "Commercial Off-The-Shelf (COTS)"
CU	**Customization** (Change to source code required)
CO	**Configuration** (Setup required with built-in tools and procedures but no change to source code is required.)
TP	**Third-Party** (Additional software required to provide Requirement.)
R	Provided with **Reporting** Tool
NA	**Not Available**

The Vendor must complete this checklist by indicating at what level each requirement can be met. Please respond by entering the appropriate **Key** code next to each requirement. Vendors should also use the comments section to further explain how their proposed solution meets the requirement.

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.1 General Application Requirements				
A.1.1	**M**	The vendor shall adhere to WCAG 2.1 Level AA compliance for web hosted solutions and/or SaaS offerings that are web based in accordance with the Americans with Disabilities Act and its implementing regulations and guidance.	CU	PlanSource has implemented portions of WCAG, but currently is not fully compliant.
A.1.2	**M**	The City shall be entitled to any and all **upgraded versions** of the solution covered in the contract.	F	
A.1.3	**M**	The Vendor shall provide **free and timely upgrades** to the software when published.	F	
A.1.4	**O**	If applicable, software fixes and enhancements for other client implementations shall be made available to the City at no charge.	F	
A.1.5	**O**	All patches, upgrades and updates shall be **coordinated** with the City to ensure proper planning and notifications.	NA	As much as possible we keep groups informed of releases and work to consider the impacts.
A.1.6	**M**	The solution shall provide well-defined **change management** processes, including pre-defined all-inclusive migration processes for software releases, operating system upgrades, layered software upgrades, and hardware configuration changes.	F	
A.1.7	**M**	The solution shall support Electronic Data Interchange (EDI).	F	
A.1.8	**M**	The solution shall comply with all current applicable **government standards** and web-	F	PlanSource follows NIST standards for encryption standards.

		based transaction encryption standards identified by the City (i.e. HIPAA, CJIS, NERC/CIP, PCI, etc.)		
A.1.9	**O**	The solution shall provide customizable user interfaces.	CO	
A.1.10	**M**	The software vendor shall provide client support and maintenance with **Service Level Agreements** based on case severities.	CO	We have standard turn-around times and are well known for our quick responses and resolutions. Typically we respond the same business day or within 24 business hours. If an item is urgent we strive to respond within an hour or less during business hours.

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.1 General Application Requirements (continued)				
A.1.12	**O**	Application source code shall be placed in **escrow**.	NA	
A.1.13	**O**	The solution shall provide the ability to maintain and update **non-production environment**(s).	CU	We do have a non-production environment we use to test configuration changes and updates before making them in production. However, some renewals do not require this since they are built on separate Plan Years.
A.1.13	**O**	The solution shall provide the ability to apply software upgrades to non-production environment(s) before applying to a production environment.	CU	
A.1.14	**M**	The solution shall have the capability to present users with **tools which are relevant** in the current context, eliminating or disabling irrelevant tools. It should use progressive disclosure to reveal information as it is needed and give users the option to hide information they don't consider useful.	CU	The users can be setup initially with the needed tools and information. We can hide certain features or information when setting up a user. The user has limited ability to control what they see since it is done up front when the user is setup.
A.1.15	**O**	The solution functionality shall provide intelligent support related to **drop-down table entries**. For example, it should be possible to select items in a list by clicking on the desired choice or typing as much of the item description as is needed to uniquely identify it (similar to the Microsoft Outlook address book). It should be possible to type an exact value into a table-validated field.	F	Employee demographic fields require you to select from a drop-down. Employee search features do allow you to type in search criteria and will populate a list based on your search. There are several data elements you can use to search for employees.
A.1.16	**M**	The solution shall **ensure key data persists** as the user moves from one window (screen) to the next, to minimize re-entry and mistakes.	F	

A.1.17	**O**	The solution shall provide means to **validate data** by checking entered values against a list of valid values maintained in tables by City or service provider personnel.	F	The system has several validations. Employee data and elections being imported have to match configured data options or they will fail. Failure reports are provided upon import of data. The system has validation reports that run monthly and are reviewed to make sure that changing data hasn't caused a validation error. In addition, there are system configuration reports and validations.
A.1.18	**M**	The solution shall allow both interactive and batch entry of data.	F	
A.1.19	**O**	The solution shall accommodate background **(batch) jobs** concurrently without interrupting normal business operations.	F	
A.1.20	**M**	The solution shall **validate all transactions** for errors and provide immediate user feedback, including error messages and possible corrective actions.	CU	All batch processes do provide error reports etc. Manual transactions have more leeway on certain data elements.
A.1.21	**M**	The solution shall provide support for **inter-process communication** including, but not limited to, the following: • *Attachment of standard object types in an object library* • *Cut and paste capability from data fields and screens to other applications.*	F	The system has extensive reporting capabilities including ad hoc reporting with filtering and download support. You can copy and paste screen information into word or another program but it may not format in the best way. Employee history can be downloaded to excel in its entirety to allow for research on who changed a record/object. *Attachment of standard object types in an object library* - We would need a use case or description of this to confirm.
A.1.22	**M**	The solution shall be **compliant** with open standards such as but not limited to SMTP, SNMP, and SFTP.	F	PlanSource uses Microsoft O365 for email which follows open standards. Regarding SFTP, PlanSource follows NIST standards for encryption and uses COTS open source and commercial software for the purposes of SFTP. PlanSource does not expose SNMP externally but follows open source standards for v2 and v3 of SNMP.
A.1.23	**O**	The solution shall contain an **API** to assist with integrations.	F	The system has API capabilities and standard API's with several vendors.
A.1.24	**M**	Software shall run with **least possible privilege**. It should not run as a user that has	F	Users can be setup with limited access depending on the need. We will review in the

		access outside of its need.		impl. Process to ensure we are giving only the necessary access.

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.2 General Database and Reporting Requirements				
A.2.1	**O**	Solution shall support **SQL Server 2017** Standard or above.	F	PlanSource is a multi-tenant application that uses Percona MySQL.
A.2.2	**O**	The solution shall allow **insertion of data** from a third party tool, i.e. Digital Transformation Services (DTS) or SQL Server Integration Services (SSIS), for at least basic setup of tables or synchronization points, i.e. vendor lists, contacts, etc.	CO	
A.2.3	**O**	Additional ad-hoc reporting capabilities shall be available utilizing **Crystal Reports or SSRS** (SQL Server Reporting Services).	F	System has it's own reporting tools. SQL is not necessary to pull data.
A.2.4	**M**	The solution shall use and maintain a ***primary key*** across all Databases / Tables.	F	
A.2.5	**M**	The solution shall utilize appropriate database rules and constraints to enforce and maintain **referential integrity**.	F	PlanSource's SaaS application relies on the application middleware for most of the processing, stored procedures are used sparingly. With regard to referential integrity, PlanSource relies on multiple replicas, and multiple backups to ensure no loss of data occurs (not all key values are foreign keys).
A.2.6	**M**	The solution shall provide for **simultaneous** access to data by concurrent users.	F	
A.2.7	**O**	The solution shall provide standard structured query language (**SQL**) capabilities for database queries.	F	Internal to PlanSource only for a fee. However, clients rarely need this since the reporting tool serves this need with it's filtering and ad hoc reporting capabilities.
A.2.8	**O**	The solution shall provide the ability to **lock** database records at a row and column level.	F	MySQL does have the ability to lock rows at column level. Legal holds are performed at the middleware layer.
A.2.9	**O**	The solution shall allow for **data replication** for disaster recovery.	F	

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.3 General Infrastructure Requirements				
A.3.1	**M**	The solution shall operate on a platform which provides **extensibility, redundancy, scalability, reliability and connectivity**.	F	
A.3.2	**M**	The solution shall use **TCP/IP** and subsequent standards as approved by IEEE as the standard network protocol.	F	
A.3.3	**O**	The solution shall integrate with the City's **Active Directory (Federated) Services / LDAP** for Single sign-on.	CO	** Highly desired ** The system has SSO capabilities and can be configured to connect. PlanSource does not support direct LDAP SSO. We do support SAML 2.0 SSO, which most O365 and other customers use.
A.3.4	**O**	The solution shall provide email integrations via **SMTP/S.**	F	PlanSource uses Microsoft O365 for email which follows open standards.
A.3.5	**O**	The solution shall support dynamic **load balancing** and automatic fail-over between multiple servers.	F	
A.3.6	**M**	The solution shall maintain data integrity to **mitigate data loss** and/or corruption.	F	PlanSource relies on multiple replicas, and multiple backups to ensure no loss of data occurs. This includes replication to an AWS (us-west – Oregon) MySQL database.
A.3.7	**M**	The solution shall accommodate **unattended backup** of critical system tables, transaction logs, files, operating system and other information by allowing full, incremental and live backups.	F	PlanSource relies on multiple replicas, and multiple backups to ensure no loss of data occurs. This includes replication to a AWS (us-west – Oregon) MySQL database.
A.3.8	**M**	The solution shall be able to accommodate recovery practices (**restore from backup**) in the event of a qualifying data event.	F	PlanSource has DR/BCP Policy and plan that is tested annually.

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.4 General Workstation / Hardware Compatibility Requirements				
A.4.1	**M**	The solution shall support, at a minimum, 32-bit IBM-compatible, 16 GB RAM, 250 GB hard drive personal computer (desktop or laptop) with **Microsoft Windows 10** operating system.	NA	PlanSource is a SaaS platform and has no hardware requirements of customers. We do require a modern browser and internet access.
A.4.2	**M**	The solution shall be compatible with **Trend Micro Apex One 2019** anti-virus software.	NA	PlanSource is a SaaS platform and has no hardware requirements of customers. We do require a modern browser and internet access.
A.4.3	**M**	If accessed from a browser, the solution shall	F	

		be compatible with **Chrome**, FireFox, or Microsoft Edge. Vendor must provide list of compatible versions and any other items related to browser-based solutions.		
A.4.4	**O**	The City utilizes Google Workspace Apps and **Gmail**. The solution shall be able to interface with these technologies.		Additional clarification needed on what is meant by 'interface'.
A.4.5	**O**	If scanners are required, the solution shall be compatible with TWAIN **scanners.** The city currently utilizes the following: • Canon DR-2580C, DR-M140 • EPSON DS-510, ES-400	NA	
A.4.6	**O**	If printing is required, the solution shall be compatible with the following **printers**: • CANON / Image Runner C5235 • CANON / iR-ADV C9280-A2 • HP Color LaserJet M750 • HP Color LaserJet MFP 400, M476dn, M570DN, M680 • HP LaserJet M630, M652dn • HP LaserJet MFP M4345, M4555, M830z • Sharp MX-3071, MX-4071, MX-4072, MX-B476W, MX-M3071, MX-M3571, MX-M4071	F	
A.4.7	**M**	The software shall run as standard user (without administrative privileges)	F	
Req. No.	**Mandatory/ Optional Requirement**	**Requirement**	**Key***	**Comments**
A.5 General Security Requirements				
A.5.1	**M**	The solution shall provide the capability to support **public/private key encryption**.	NA	PlanSource as a multi-tenant SaaS application does not support customer keys. We can support PGP keys for transfer of customer data.
A.5.2	**M**	Vendor shall **encrypt** City data while in storage (at rest), in transit, on backup media, and provide decryption means.	F	PlanSource uses an EMC SAN on premise that encrypts as AES-256. AWS encrypts at AES-256. The MySQL database is stored on an encrypted platform.
A.5.3	**M**	The solution shall provide an **audit trail** for tracking changes for what was changed, who made the change, and when the change was made. Including but not limited to the following: • *Applications* • *User Access* • *Database Modifications*	F	
A.5.4	**M**	The solution shall disable a user account if a	F	

		defined number of **unsuccessful login attempts** are made within a defined time period.		
A.5.5	**M**	The solution shall automatically log users off of the application running on a workstation after a defined period of **inactivity** on that workstation.	F	
A.5.6	**O**	The solution shall provide **security control**, audit and setup capabilities for the system administrator.	NA	PlanSource Benefits does have role-based access so that an auditor can review the online portion of the platform
A.5.7	**M**	The system administrator shall be able to establish new users, remove users, update users, lock users and to set **security access** rights for users that both restrict and allow access to solution capabilities.	F	
A.5.8	**O**	The solution shall support multi-factor authentication.	F	
A.5.9	**M**	The solution shall not transmit, display or store User ID's or passwords in **clear text**.	F	
A.5.10	**M**	System account names shall be unique. Passwords should meet minimum complexity standards as defined by the City. Length: 15; Requires 1 lower case, 1 upper case, 1 number and 1 special character.	CO	PlanSource Benefits supports customers specifying their own password complexity if using the native IAM. This includes MFA options (4 in total).
A.5.11	**M**	**The solution shall never use default user names and passwords, including hard-coded accounts.**	F	
A.5.12	**M**	The vendor shall not deploy services to the City of Columbia where system accounts are shared with other entities.	F	

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.6 Cloud Hosted / SaaS Requirements (complete if applicable)				
A.6.1	**M**	The solution **high availability** standard shall be greater than or equal to 99.99%.	F	
A.6.2	**M**	The solution shall include at minimum, a **256-bit** encrypted SSL Certificate from a Certificate Authority (not self-signed).	F	
A.6.3	**M**	**All data must remain in the Continental United States** of America, including replication, backups and off-site storage.	F	
A.6.4	**M**	The solution must be **hosted** within the Continental United States of America.	F	
A.6.5	**M**	All City data stored in the cloud is the **property of the City**. Data shall remain accessible, queryable and exportable during	F	

		the duration of the agreement.		
A.6.6	**M**	Vendor shall work with City to provide all data in an acceptable format upon termination of the agreement. Data housed by vendor or its hosting provider shall be destroyed within 30 days and a certificate of destruction provided as verification.	F	There may be additional fees for specific formatted data. Most clients are able to pull what they need from the reporting tool.
A.6.7	**O**	Vendor shall respond to **records requests** within the timeframe stated in the agreement. The vendor shall accept liability if the records request is not fulfilled in the agreed upon timeframe.	F	Self-service reporting available and if needed we will assist and meet deadlines as agreed upon.
A.6.8	**O**	All cloud deployments that are intended to perform a service for our customers shall be deployed using City of Columbia owned **domain names**. The vendor shall not expect to maintain DNS records belonging to the City.	F	PlanSource provides a fully qualified URL for you to use. That is all that is required.
A.6.9	**O**	Vendor shall provide the **IP addresses** used for City of Columbia domain name service prior to deployment. The vendor shall not change the IP addresses used with a frequency of greater than once per year. The vendor shall notify the City IT department in writing on official letterhead 30 days in advance of any IP address changes.	F	PlanSource provides a fully qualified URL for you to use. That is all that is required.
A.6.10	**O**	Vendor shall conform to the City's DKIM and DMARC requirements for email. SPF record needs to be limited to certain IP's or be sent from a como.gov subdomain.	CO	Detailed requirements will be reviewed upon request. PlanSource can fully integrate with your DKIM and DMARC requirements.
A.6.11	**O**	Vendor shall take all reasonable precautions to ensure that **SPAM** is not sent using the CoMo.gov domain or from any IP address under vendor control that has been associated with the CoMo.gov domain.	F	
A.6.12	**M**	Vendor shall react to **email abuse** reports in a timely manner.	F	
A.6.13	**M**	Vendor shall conduct **regular security audits** of their solution. The security audits shall include internal and external review of solution security and the security of all code used by the vendor. The vendor shall react promptly to mitigate the vulnerabilities identified by security audits.	F	PlanSource performs at least annually a SOC 2 type 2 audit report, an HIPAA assessment, and an ISO-27001 certification.
A.6.14	**M**	Vendor shall apply all **system patches** within 30 days of release. Critical system patches shall be applied immediately after testing.	F	PlanSource has a Patch and Vulnerability management program that applies patches on a regular basis based upon severity of the issue.

Req.	Mandatory/	Requirement	Key*	Comments

No.	Optional Requirement			
A.6 Cloud Hosted / SaaS Requirements (continued)				
A.6.15	**M**	Vendor shall have a 24x7x365 method for reporting and correcting discovered **vulnerabilities**. Vulnerabilities should be prioritized and corrected based on the risk vulnerability exploitation would pose to its customers. Vulnerability mitigation efforts should be tested by the vendor, as appropriate, prior to their release.	F	
A.6.16	**M**	Vendor shall take responsibility for **security incident handling** if their solution is compromised.	F	
A.6.17	**M**	Vendor shall immediately notify the City of any **breaches** and will advise what information has been compromised. If this information is later found to be inaccurate the cloud vendor will immediately notify the City with the correct information.	F	
A.6.18	**O**	If investigation, containment, and eradication efforts by the City incur costs while fault lies with the vendor, the vendor shall assume the costs.	CO	This would need to be reviewed on a case by case basis. We can discuss during contract negotiations.
A.6.19	**M**	Vendor shall provide their **incident response plans**. Response plans will include procedures for both security and disaster incident response.	F	PlanSource is a multi-tenant SaaS application. We currently do not provide customers with an incident response plan, this is covered in our SOC 2 and ISO-27001 by the auditors.

eq. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.7 On-Premises (Hosted by City) Requirements (complete if applicable)				
A.7.1	**M**	All data for the solution shall be **directly accessible** with major industry standard data access tools for use in reporting and integration with other City systems.	NA	
A.7.2	**O**	Production and non-production databases shall remain **separate** and not reside on the same database server.	NA	
A.7.3	**O**	The solution shall be Open Database Connectivity (**ODBC**) compliant.	NA	
A.7.4	**O**	The solution shall provide documented **best practices** including but not limited to optimum database and client maintenance.	NA	
A.7.5	**M**	The solution shall be able to run on a minimum of **VMWare ESXi 7** virtual infrastructure.	NA	
A.7.6	**M**	The solution shall be able to run on **Windows Server 2019** Standard or above.	NA	
A.7.7	**M**	The solution shall support, at a minimum, **64-**	NA	

		bit back-end (server) processing including but not limited to multiprocessors and multi-threaded processes.		
A.7.8	**M**	The solution shall be compatible with Trend Micro Apex One 2019 **anti-virus software**. Please list exceptions or concerns in comments.	NA	
A.7.10	**M**	The solution shall permit **operating system patching and updates**, and allow for a system restart when a patch or update requires it.	NA	
A.7.11	**M**	**Remote vendor access** for support shall be accomplished through secured methods.	NA	
Req. No.	**Mandatory/ Optional Requirement**	**Requirement**	**Key***	**Comments**
A.8 Implementation, Training and Support Requirements				
A.8.1	**M**	Vendor shall include in the **Implementation Plan** the ways and means of how the implementation shall be managed, including, but not limited to schedule, risk, and quality.	F	
A.8.2	**M**	Vendor shall include in the Implementation Plan the descriptions of the **vendor roles** and responsibilities during the solution implementation.	F	
A.8.3	**M**	Vendor shall include in the Implementation Plan the descriptions of the **City's roles** and responsibilities during the solution implementation.	F	Typically outlined in the contract as well.
A.8.4	**M**	Vendor shall state in the Implementation Plan **assumptions and expectations** for both the vendor and City stakeholders, in order to reduce any and all ambiguity during the implementation.	CO	We provide this as a standard and are happy to customize the details for you as needed.
A.8.5	**M**	Vendor shall include in the Implementation Plan the process for **loading data** into reference tables, such as users, roles, etc.	CO	Will discuss to ensure you have the details you need during implementation.
A.8.6	**O**	Vendor shall include in the implementation plan any **conversion** services required.	F	
A.8.8	**M**	Vendor shall provide application **support** by phone (toll-free) and email during normal business hours (8:00 A.M. - 5:00 P.M.CST, M-F).	F	Because long distance charges are usually not billed separately, we don't typically provide an 800 number. However, we can add it if needed. You will have direct phone number & email contact information for your team, leadership resources, and business development resources as needed.
A.8.9	**O**	Vendor **training** should not be done on production systems/data.	CO	The system has functionality to allows us to have test records in the production system for

				testing and training. We can also utilize the staging system if requested.
A.8.10	**M**	Vendor shall provide a comprehensive description of the ***technical*** **training** available to the City for the solution.	F	
A.8.11	**M**	Vendor shall provide a comprehensive description of the ***functional*** **training** available to the City for the solution.	F	

FUNCTIONAL REQUIREMENTS – EXHIBIT J

Key*	Description
F	**Fully functional**, provided "Commercial Off-The-Shelf (COTS)"
CU	**Customization** (Change to source code required)
CO	**Configuration** (Setup required with built-in tools and procedures but no change to source code is required.)
TP	**Third-Party** (Additional software required to provide Requirement.)
R	Provided with **Reporting** Tool
NA	**Not Available**

The Vendor must complete this checklist by indicating at what level each requirement can be met. Please respond by entering the appropriate **Key** code next to each requirement. Vendors should also use the comments section to further explain how their proposed solution meets the requirement.

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.1 General Application Requirements				
A.1.1	**M**	Online enrollment during open enrollment for new hires and qualifying events	F	
A.1.2	**M**	Decision support tool during new employee enrollment and open enrollment	F	
A.1.3	**M**	Billing support	F	
A.1.4	**O**	Performance Management system	NA	
A.1.5	**M**	Customized employee portal with client specific branding	F	
A.1.6	**M**	Ability to track primary and contingent beneficiaries	F	
A.1.7	**M**	Ability to make retroactive adjustments to benefit elections, eligibility, and start and end dates. System ability to notify insurance companies via EDI of these retroactive adjustments	F	

A.1.8	**M**	Ongoing administration and reporting	F	
A.1.9	**M**	Dedicated customer service and ongoing support for dynamic workforce and eligibility criteria	F	iBTR's dedicated Plansource service team will provide ongoing support to the City of Columbia's HR and Benefits Team. Additionally, iBTR offers direct technology and benefits support to employees through email and phone via the iBTR Employee Resource Center. Additional PEPM costs apply for Resource Center support.

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.2 General Database and Reporting Requirements				
A.2.1	**M**	Flexible reporting capabilities with the ability to run both standardized and custom reports, preferably in excel format	F	
A.2.2	**O**	Enrollment option via mobile app	F	Plansource is fully mobile/web enabled. There is not a separate app.
A.2.3	**M**	At least weekly electronic data interchange (EDI) with Anthem	CO	
A.2.4	**M**	At least weekly electronic data interchange (EDI) with Delta Dental	CO	
A.2.5	**M**	At least weekly electronic data interchange (EDI) with Delta Dental Vision	CO	
A.2.6	**O**	At least weekly electronic data interchange (EDI) with The Standard	CO	
A.2.7	**O**	Electronic data interchange (EDI) with other vendors	CO	
A.2.8	**M**	At least weekly bi-directional electronic data interface with HRIS	CO	
A.2.9	**O**	Notification to vendors of retroactive adjustments via EDI feeds	CO	
A.2.10	**M**	A test environment for thorough testing and evaluation of the software's functionality, usability, and compatibility with existing systems before full implementation.	F	
A.2.11	**M**	A document repository. Prefer an interface with LaserFiche	F	

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.3 Performance Management Tool (optional)				

A.3.1	**M**	Ability to conduct periodic performance reviews, including self-assessment, supervisor assessment, and peer feedback	NA	A Performance Management Tool is not included in iBTR's offering.
A.3.2	**M**	Customizable performance rating scales and evaluation criteria.	NA	
A.3.3	**M**	Capability to set and track individual goals	NA	
A.3.4	**M**	Support for cascading goals from organizational objectives to individual performance goals.	NA	
A.3.5	**M**	Tools for facilitating ongoing feedback between employees and supervisors	NA	
A.3.6	**M**	Options for both formal and informal feedback channels	NA	
A.3.7	**O**	Integration with learning management system (LMS) for training and development initiatives	NA	
A.3.8	**O**	Features to identify skill gaps and recommend learning resources	NA	
A.3.9	**M**	Comprehensive reporting capabilities to track performance metrics and trends.	NA	
A.3.10	**M**	Customizable dashboards and analytics tools for data visualization	NA	
A.3.11	**M**	Compatibility with existing IT infrastructure and systems	NA	
A.3.12	**O**	Support for mobile devices	NA	
A.3.13	**M**	Ability to integrate with other HRIS system(s)	NA	
A.3.14	**M**	Availability of training resources (i.e. user manuals, online tutorials, training sessions)	NA	
A.3.15	**M**	Procedures for system updates, patches, and maintenance	NA	
A.3.16	**M**	A document repository. Prefer an interface with LaserFiche	NA	

WORK AUTHORIZATION AFFIDAVIT

EXHIBIT F

CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF $5,000.00)

County of St. Louis)

State of Missouri)

My name is Jessica Dreher. I am an authorized agent of iBTR (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contacts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Jess Dreher
Affiant

Jessica Dreher
Printed Name

Personally appeared before me, a Notary Public, within and for the County of St. Louis,

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this 9th day of July, 2024.

My Commission expires August 29, 2026.

KATHLEEN D HARRIS
Notary Public - Notary Seal
St Louis County - State of Missouri
Commission Number 22472294
My Commission Expires Aug 29, 2026

Kathleen Harris
(Notary Public)

MISCELLANEOUS INFORMATION

EXHIBIT G

Employee/Conflict of Interest: NA

Offerors who are elected or appointed officials or employees of the City of Columbia or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an elected or appointed official or an employee of the City of Columbia or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the City of Columbia or any political subdivision thereof:	
If employee of the City of Columbia or political subdivision thereof, provide name of City or political subdivision where employed:	
Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the City of Columbia or political subdivision thereof:	_________%

Registration of Business Name (if applicable) with the Missouri Secretary of State

The offeror should indicate the offeror's charter number and company name with the Missouri Secretary of State. Additionally, the offeror should provide proof of the offeror's good standing status with the Missouri Secretary of State. If the offeror is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

Upon finalist designation, iBTR will submit Registration of Business Name to the State of Missouri. Charter Number (if applicable)	iBTR dba iBenefit Communications Company Name
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

CONTRACT TERMS AND CONDITIONS CHECKLIST

EXHIBIT I

Contract Terms and Conditions Compliance Checklist

#	Title	Comply	Exception	Not Comply
1.	Scope of Agreement	X		
2.	General Conditions	X		
3.	Insurance	X		
4.	Identification of Parties to the Agreement	X		
5.	Amendment	X		
6.	No Third-Party Beneficiary	X		
7.	Termination for Default Clause	X		
8.	Additional Termination Clauses		X	
9.	Governing Law and Venue	X		
10.	General Laws	X		
11.	Red Flag Policy Compliance		X	
12.	HIPAA Compliance	X		
13.	Compliance with Section 285.530 RSMO	X		
14.	Confidentiality	X		
15.	Notices Clause	X		
16.	Hold Harmless Agreement	X		
17.	Professional Oversight Indemnification	X		
18.	Risk During Equipment/Software Storage and Installation	X		
19.	Shipping of Equipment/Software	X		
20.	Patents, Copyrights, and Proprietary Rights Indemnification	X		
21.	Subcontractors	X		
22.	Development of Additional Applications Using Data	X		
23.	Control of Subcontractor, project team and project manager designation	X		
24.	No Assignment	X		
25.	Vendor as Independent Contractor	X		

Contract Terms and Conditions Compliance Checklist

#	Title	Comply	Exception	Not Comply
26.	Warranty	X		
27.	Warranty of Fitness for a Particular Purpose	X		
28.	Resolution and Response Time Warranty		X	
29.	Continuity of Warranty	X		
30.	Final Acceptance of System	X		
31.	Standard Forms and Contracts	X		
32.	Advertisement	X		
33.	Password Security	X		
34.	Non-Performance Escalation Procedures	X		
35.	Nature of City's Obligations			X
36.	Replication of Software	X		
37.	Formal Verification	X		
38.	Licensing Structure and Use of Licenses by personnel who are not employees	X		
39.	Annual Maintenance and Support Fees	X		
40.	Payment Terms	X		
41.	Travel Expense Reimbursement	X		
42.	Source Code			X
43.	Video Taping	X		
44.	Major Releases/Upgrades	X		
45.	Solution Longevity	X		
46.	Successor Software Products	X		
47.	Subcontracts	X		
48.	Intellectual Property	X		
49.	Use of Licenses by Personnel who are not employees	X		
50.	Disaster Recovery and Disaster Recovery Testing	X		
51.	Unlimited liability for Software Vendor Infringement	X		
52.	Vendor Merger or Acquisition	X		
53.	Functionality Replacement	X		

Contract Terms and Conditions Compliance Checklist				
#	Title	Comply	Exception	Not Comply
54.	No Waiver of Immunities	X		
55.	Liquidated Damages	X		
56.	Equal Opportunity Employment/Nondiscrimination Policy	X		
57.	Data Ownership and Security	X		
58.	Data Exchanges, Modifications/Customizations and Data Conversions	X		
59.	Cloud Based Software Solutions and the Storage of Data on servers not owned by the Vendor	X		
60.	Auditing of Invoices	X		
61.	Electronic Signature	X		
62.	Contract Documents	X		

Compliance Exceptions

- **Termination by Convenience:** We are unable to accept termination "by convenience" as it introduces significant uncertainty and risk.
- **Resolution and Response Time Warranty:** We are unable to commit to the specified time limits and penalties due to potential dependencies on external vendors.
- **Source Code Escrow:** Plansource does not release source code.
- **Red Flag Policy Compliance:** We need the appendix detailing Red Flag policy before we could accept this condition.

city of Columbia Finance

iBTR
Jess Dreher
Address: 6230 Fairview Rd Ste 210
Charlotte, NC 28210
Phone: (314) 795-6533
Email: jdreher@itbr.com

To Whom It May Concern:

In accordance with RFP 144/2024 – Online Benefits and Performance Management Services, this letter shall constitute an official request by the City of Columbia to enter into competitive negotiations with your company.

In your response to this Best and Final Offer (BAFO), you may make any modification, addition, or deletion deemed necessary to your proposal. However, it is not necessary for you to resubmit your entire proposal. Only the portions of your proposal that are being revised as a result of this request for a BAFO need to be submitted. Furthermore, please understand that your response to this BAFO request is your opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other change to pricing. Finally, with this BAFO request the City of Columbia is specifically asking you to provide additional information on the following items:

1. Please review your responses of CU (Customization) to the following mandatory technical requirements and provide additional information and clarification on your responses. If the Customization would require additional fees or impact the implementation schedule, please provide detailed information on those impacts.
   A.1.1. – **iBTR BAFO Response** – As of August 2024, PlanSource is now fully compliant with WCAG 2.1.
   A.1.14 – **iBTR BAFO Response** – As part of implementation, the administrative team makes decisions surrounding what tools are and are not available at the employee level. These decisions are made at the administrative level meaning an employee individually does not have the ability to 'hide' what tools the administrative team has chosen to have available at the employee level.
   A.1.20 – **iBTR BAFO Response** - During the enrollment process employees are walked through the enrollment using the business rules provided and configured during implementation. Errors in this process are rare; however, manual transactions apply the business rules in place at the time of the transaction. Therefore, if business rules are changed after an enrollment occurs iBTR will work to identify impacted individuals and work with the City of Columbia team to update as needed. iBTR, provides a very hands-on support model to assist with any error's that are not automatically handled by the system.

   With regard to A.1.1, please advise on what portions are not fully compliant and how. Please include detailed information on IBTR's plan and schedule for full compliance with the requirements.

2. Please review your responses of NA to the following mandatory technical requirements and provide additional information and clarification on your responses;

A.4.1 – **iBTR BAFO Response** – PlanSource is fully compatible with the hardware identified. The solution requires a modern browser for full functionality.
A 4.2 – **iBTR BAFO Response** – PlanSource is fully compatible with the anti-virus software identified.
A.5.1 – **iBTR BAFO Response** – PlanSource supports and uses modern NIST standard encryption methods and advanced cipher standards (such as AES-256) that utilizes public/private key encryption. The software uses public/private key encryption (as well as symmetrical encryption) such as: TLS [Web Browsing], SSH [File Transfer], S/MIME [email transfer] as well as the aforementioned PGP.
With regard to A.4.1 and A.4.2, please also indicate if IBTR's software and SaaS platform are fully compatible with the software and hardware listed so that the City's use of the hardware identified in A.4.1, and the software identified in A.4.2 will allow optimal performance of IBTR's software and SaaS platform.

3. Please review the City's Red Flag Policy, which is included in this correspondence, and then review and provide an updated response to item 11 on the contract terms and conditions compliance checklist
    a. iBTR BAFO Response – Regarding the Red Flag Policy, we believe that only Attachment C would apply to the PlanSource system based on its' intended use. Based upon that, we would like to share:
        i. Password Complexity – Must be greater than 8 characters, mix of upper and lower-case characters and use symbols. – **iBTR Response** - PlanSource can handle this.
        ii. Password Rotation – Passwords should not resemble previous 10 passwords and should be forced to change every 90 days. – **iBTR Response** - PlanSource can handle this.
        iii. Temporary/Default Passwords should not be the same as any other users password. – **iBTR Response** - PlanSource can handle this.
        iv. Temporary/Default Passwords should be random. – **iBTR Response** - PlanSource can handle this.
        v. Can self-service password resets be disabled and have employees reach out to a help desk for support? – **iBTR Response** - This is not an option at this time. If the City of Columbia were to enable Single Sign On (SSO), direct login can be restricted.
        vi. Are passwords encrypted using hash algorithms whenever they are stored or transmitted? – **iBTR Response** - Yes.
        vii. Authentication Logging: Create log entries for authentication attempts, both successful and failed. Log entries should include user identification, date/time stamp and the device IP address from which the attempt originated. – **iBTR Response** – Yes, logs are maintained. PlanSource provides the logs within the platform so that administrators can access an authentication report for their employees. They can also download this report directly.
        viii. Logs should be reviewed frequently for possible security breaches. – **iBTR Response** – PlanSource utilizes a 3rd party Security Operations Center to review logs and other relevant data for security incidents on a 24X7X365 basis. PlanSource employes SIEM and EDR technologies, as well as collect logs as part of the effort. PlanSource is notified (depending on the criticality) by phone and/or email on a 24X7X365 basis. PlanSource also meets with SOC on a monthly and/or more often basis to review the status and ensure that it is working as expected, and to review any trending data.
        ix. Present the user with details of their last successful login attempt. To include time, date, and place. – **iBTR Response** – Yes, login information is provided under the user profile.
        x. System should only allow a certain number of attempts before users are 'locked out.' – **iBTR Response** – Yes, this a setting at the administrative level and is variable.
        xi. Once a user is locked out does the lock clear automatically after a period of time. – **iBTR Response** – Yes, reset is 15 minutes after lockout.

You are requested to respond to this BAFO request by 5:00 PM CST on Tuesday, December 10th, 2024 at patrick.doll@CoMo.Gov. If you need additional time, please let me know as soon as possible.

You are reminded that proposal documents including any BAFO documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected.

If you have any questions regarding this BAFO request, please contact me at (573) 817-5005 or by e-mail. I sincerely appreciate your efforts in working with the City of Columbia to ensure a thorough evaluation of your proposal.

Sincerely,

Patrick Doll, Assistant Purchasing Agent

c: Evaluation Team
RFP 144/2024

iBTR
Jess Dreher
Address: 6230 Fairview Rd Ste 210
Charlotte, NC 28210
Phone: (314) 795-6533
Email: jdreher@itbr.com

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1. Please complete updated pricing sheet.
2.

You are requested to respond to this BAFO request by 5:00 PM CST on Friday, August 1, 2025 at patrick.doll@CoMo.Gov. If you need additional time, please let me know as soon as possible.

You are reminded that proposal documents including any BAFO documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected.

If you have any questions regarding this BAFO request, please contact me at (573) 817-5005 or by e-mail. I sincerely appreciate your efforts in working with the City of Columbia to ensure a thorough evaluation of your proposal.

Sincerely,

Patrick Doll, Assistant Purchasing Agent

c: Evaluation Team
RFP 144/2024

RFP 144/2024 – ONLINE BENEFITS AND PERFORMANCE MANAGEMENT SERVICES

Line Item	Description	Original Contract Period Firm, Fixed Price	1st Renewal Period Maximum Price	2nd Renewal Period Maximum Price	3rd Renewal Period Maximum Price	4th Renewal Period Maximum Price
1	Implementation Fee	**$12,000**	**$0**	**$0**	**$0**	**$0**
2	CORE Ongoing monthly fee (per employee per month or PEPM) See iBTR Pricing Proposal for Included Services	**$4.28 PEPM**	**$4.41PEPM**	**$4.54 PEPM**	**$4.68 PEPM**	**$4.82 PEPM**
3	Fee per EDI feed for Medical Insurance Carrier	**$1,000**	**$0***	**$0***	**$0***	**$0***
4	EDI One-time Setup Fee for Medical Insurance Carrier	*Per EDI File Feed set up costs are listed above. Please note, if new carriers are implemented for any given benefit, a new EDI file feed charge will apply for the rebuild of the EDI file.				
5	Fee per EDI feed for Dental Insurance Carrier	**$1,000**	**$0***	**$0***	**$0***	**$0***
6	EDI One-time Setup Fee for Dental Insurance Carrier	*Per EDI File Feed set up costs are listed above. Please note, if new carriers are implemented for any given benefit, a new EDI file feed charge will apply for the rebuild of the EDI file.				
7	Fee per EDI feed for Vision Insurance Carrier	**$1,000**	**$0***	**$0***	**$0***	**$0***
8	EDI One-time Setup Fee for Vision Insurance Carrier	*Per EDI File Feed set up costs are listed above. Please note, if new carriers are implemented for any given benefit, a new EDI file feed charge will apply for the rebuild of the EDI file.				

Line Item	Description	Original Contract Period Firm, Fixed Price	1st Renewal Period Maximum Price	2nd Renewal Period Maximum Price	3rd Renewal Period Maximum Price	4th Renewal Period Maximum Price
9	Fee per EDI feed for Worksite/Voluntary Benefits Carrier	**$3,000**	[redacted]			
10	EDI One-time Setup Fee for Worksite/Voluntary Benefits Carrier	*Per EDI File Feed set up costs are listed above. Please note, if new carriers are implemented for any given benefit, a new EDI file feed charge will apply for the rebuild of the EDI file.				
11	Fee per EDI feed for COBRA Carrier	**$1,800** 2 feeds typically required				
12	EDI One-time Setup Fee for COBRA Carrier	*Per EDI File Feed set up costs are listed above. Please note, if new carriers are implemented for any given benefit, a new EDI file feed charge will apply for the rebuild of the EDI file.				
13	Decision Support Tool One-time Setup Fee	**$800**				

Line Item	Description	Original Contract Period Firm, Fixed Price	1st Renewal Period Maximum Price	2nd Renewal Period Maximum Price	3rd Renewal Period Maximum Price	4th Renewal Period Maximum Price
14	Decision Support Tool Ongoing Fee (PEPM)	**$1.25 PEPM**				
15	If the contract extends beyond the fourth renewal period, Offeror shall state the maximum annual percentage increase that shall apply.	**3%**				
16	Other Annual or Monthly Fee (please specify)	**Additional Fees for Add On Services Below. Please see iBTR pricing proposal for additional line item details.** • **Additional EDI File Feeds** • **ACA Module** • **Year Round Resource Center Support for Employees** • **Annual Renewal Costs** • **COBRA Management**				

Line Item	Description	Original Contract Period Firm, Fixed Price	1st Renewal Period Maximum Price	2nd Renewal Period Maximum Price	3rd Renewal Period Maximum Price	4th Renewal Period Maximum Price
17	Fee per EDI feed for Life & Disability Insurance Carrier	**$3,000**	**$0***	**$0***	**$0***	**$0***
18	Fee per EDI feed for FSA Carrier	**$3,000**	**$0***	**$0***	**$0***	**$0***
19	Fee per EDI feed for Payroll Demographics	**$3,000**	**$0***	**$0***	**$0***	**$0***
20	Fee per EDI feed for Payroll Deductions	**$3,000**	**$0***	**$0***	**$0***	**$0***
21	ACA Reporting Module One-Time Setup Fee (ADD-ON OPTION)	**$800**	**$0**	**$0**	**$0**	**$0**
22	ACA Reporting Module Ongoing Fee (ADD-ON OPTION)	**$1.00 PEPM**	**$1.00 PEPM**	**$1.00 PEPM**	**$1.00 PEPM**	**$1.00 PEPM**
23	ACA Per File Fee	**ACA Per File Fee fluctuates**				
24	Employee Resource Center (ADD-ON OPTION)	**$1.65 PEPM**	**$1.65 PEPM**	**$1.65 PEPM**	**$1.65 PEPM**	**$1.65 PEPM**
25	Life Event Processing (Resource Center ADD-ON OPTION)	**$0.40 PEPM**	**$0.40 PEPM**	**$0.40 PEPM**	**$0.40 PEPM**	**$0.40 PEPM**
26	Dependent Verification (Resource Center ADD-ON OPTION)	**$0.65 PEPM**	**$0.65 PEPM**	**$0.65 PEPM**	**$0.65 PEPM**	**$0.65 PEPM**
27	Type 1 Renewal: See iBTR Pricing Proposal for Details	**NA**	**$1,000**	**$1,000**	**$1,000**	**$1,000**
28	Type 2 Renewal: See iBTR Pricing Proposal for Details	**NA**	**$1,500**	**$1,500**	**$1,500**	**$1,500**
29	Type 3 Renewal: See iBTR Pricing Proposal for Details	**NA**	**$2,000**	**$2,000**	**$2,000**	**$2,000**
30	COBRA Management	**Quoted Upon Request**				

EXHIBIT "8"

PlanSource Service Level Agreement (February 12, 2026)

SERVICE LEVEL AGREEMENT

Last updated on February 12, 2026

This Service Level Agreement ("**SLA**") is incorporated into and forms part of the PlanSource Reseller Agreement between the parties ("**Agreement**"), under which PlanSource provides certain services for you and your End Users. This SLA shall become effective upon the Order Form Effective Date that references this SLA (the "**Effective Date**") and shall extend until the end of the then-applicable Term. In the event of any conflict between the Agreement and the SLA, the terms of this SLA shall control with regard to the service levels outlined herein (as defined below).

SYSTEM UPTIME (Fees at Risk: 2% of Subscription Services Fees)

PlanSource shall utilize commercially reasonable efforts so that the Subscription Services obtain a 99.5% availability ("Uptime Warranty"). In most cases, scheduled maintenance will be conducted outside of Eastern Time Zone business hours and communicated to you when communication is issued to PlanSource's other customers. In the event of unscheduled downtime, PlanSource will promptly notify you upon becoming aware of the outage and provide regular updates until the outage is resolved.

SERVICE LEVEL LIMITATIONS

The service levels shall not apply under this SLA to the extent such downtime or interruption of the Services results from: (i) regular planned outages for repairs and upgrades (i.e., monthly maintenance, software deployment, etc.) scheduled and announced with as much advance notice as possible; (ii) occasional unplanned outages scheduled in advance and with a target announcement window of at least two weeks in advance; (iii) other emergency, but planned outages necessary to maintain the performance, integrity, and availability of the system, and of which we will make commercially reasonable efforts to notify you as soon as practicable (typically 1-3 days in advance) and provided that such scheduled outages is attempted to be scheduled after business hours to cause minimal disruption to the Services; (iv) issues or failures with your equipment, service providers, software, communications or internet providers; (v) the actions, omissions, or failures of any third party, including your third party providers; (vi) your or your administrative users' material acts or omissions; (vii) any suspension or termination of your or you administrative users' access to the Services by PlanSource; or (vii) a Force Majeure event as defined in the Agreement.

YOUR OBLIGATIONS

In addition to your compliance with the Agreement and this SLA, you agree to reasonably cooperate with PlanSource to enable PlanSource to provide you and your End Users with the Services outlined herein.

If PlanSource fails to comply with any of the above-identified service levels, you may request a credit to be applied in an amount up to the designated fees outlined above, provided such written request is received within 60 days following the designated month of such failure. Any undisputed credit requests will be provided to you in the next quarter. The total percentage of fees at risk will not exceed 10% of the monthly fees in any given reporting period.