

CONTRACT DOCUMENTS

**CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA**

**ANNUAL SERVICE
City/County Flexible Benefits Spending Plan
RFP No. 18-217**

**Navia Benefit Solutions, Inc.
600 Naches Ave SW
Renton, WA 98057
(425) 452-3452**

**CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Navia Benefit Solutions, Inc., 600 Naches Ave SW, Renton, WA 98057**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

WHEREAS, the Owner has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

City/County Flexible Benefits Spending Plan, RFP No. 18-217

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as- needed basis for the duration of the contract. The estimated cost of products or services for City Departments shall not exceed \$ 57,420.00 during the contract term without approval by the City. The estimated cost of products or services for County agencies shall not exceed \$35,640.00 during the contract term without approval by the Board of Commissioners.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
- 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.

- 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
- 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

- 6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County. Notwithstanding the foregoing, the duties and obligations of the City, the County, and the Building Commission pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the City, the County, or the Building Commission shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.
- 8. Period of Performance. The initial term of the contract for Lancaster County will be from October 1, 2018 through July 31, 2022 with an option for a four (4) year renewal upon mutual agreement by both parties.

NOTE: While the contract would be awarded with an effective date of October 1, 2018, plan administration begins on January 1, 2019 to coincide with other benefit effective dates.

The initial term of the contract for the City of Lincoln will be from August 1, 2019 through July 31, 2022 with an option for a four (4) year renewal upon mutual agreement by both parties.

NOTE: While the contract would be awarded with an effective date of August 1, 2019, plan administration begins on November 1, 2019 to coincide with other benefit effective dates.

The County will be under contract with Navia Benefit Services through the current County benefit year which ends on March 15, 2019.

The City will be under contract with Navia Benefit Services through the 2019 city benefit year which ends on January 30, 2020.

9. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. RFP Document
 4. Cost Proposal
 5. Attachment A
 6. Attachment B
 7. Sales Tax Exemption Form 13
(Note: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signatures on:

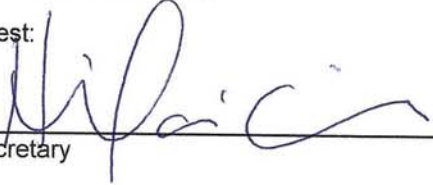
Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page

Vendor Signature Page

**CONTRACT
Annual Service
City/County Flexible Benefits Spending Plan
RFP No. 18-217
City of Lincoln and Lancaster County
Navia Benefit Solutions, Inc.**

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:  Seal
Secretary

Navia Benefit Solutions, Inc.
Name of Corporation

600 Naches Ave.
Address

By: Hilarie Aitken
Duly Authorized Official

CEO
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln Signature Page

**CONTRACT
Annual Service
City/County Flexible Benefits Spending Plan
RFP No. 18-217
City of Lincoln and Lancaster County
Navia Benefit Solutions, Inc.**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Chris Beutler, Mayor

Approved by Executive Order No. _____

dated _____

Lancaster County Signature Page

**CONTRACT
Annual Service
City/County Flexible Benefits Spending Plan
RFP No. 18-217
City of Lincoln and Lancaster County
Navia Benefit Solutions, Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

REQUEST FOR PROPOSALS

City of Lincoln/Lancaster County
Flexible Benefits Spending Plan
RFP 18-217

Issue Date: Friday August 10, 2018

Closing Date and Time:
Friday August 24, 2018 at 12:00 p.m. (CST)



City of Lincoln | Lancaster County Purchasing
Bob Walla
Purchasing Agent
440 S. 8th Street, Suite 200
Lincoln, NE 68508
402-441-8103

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GLOSSARY OF TERMS

Note: In the event of a conflict of definition of terms between the Glossary of Terms and language contained within the Request for Proposal document (RFP), the RFP language shall take precedence.

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the Owner or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement to the originally published information.

After Receipt of Order (ARO): After Receipt of Order – Begins when the successful Contractor receives either a purchase order or a Notice to Proceed (NTP) after a contract has been executed by all parties.

Agencies: The City of Lincoln and Lancaster County – hereinafter referred to as Owner.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a contract document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP and associated documents in Ebid. The Owner reserves the right to reject any or all proposals, wholly or in part, or to award to multiple proposers in whole or in part. The Owner reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the proposer's competitive position. All awards will be made in a manner deemed in the best interest of the Owner.

Best Value: A determination made through the evaluation of responses using factors in addition to price to identify the highest ranked, responsible and responsive Proposer who has the best offering for the Owner.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the proposer will not withdraw the bid.

Bidder: A proposer who submits an offer in response to a written solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture or any other private legal entity.

Business Day: Any weekday, except Owner-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays and holidays.

Cancellation: To call off or revoke a purchase order or contract without expectation of conducting or performing it at a later time.

City/County Ebid System: The internet-based system used by the City of Lincoln and Lancaster County for soliciting bids, issuing requests for proposals and qualifications, providing access to contracts and communicating with bidders and proposers and for the electronic submission of proposals and bid responses.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Award: Occurs upon execution of the City/County document titled "Contract Documents" by the proper authority.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: Language outlined in the contract documents that delineates the start and end dates of the contract performance period and may also include information regarding any optional renewals.

Contractor: Any individual or entity having a contract to furnish commodities or services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Cost: See Price/Cost.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the contractor.

Default: The omission or failure to perform a contractual duty.

Department: A division of the City of Lincoln, Lancaster County, or City of Lincoln/Lancaster County Public Building Commission responsible for the entire procurement process from initiation to contract administration of the Purchase Order or Contract to be executed.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Essential Qualifications and Experience: Information provided in Section I. of this RFP that describes the minimum qualifications and/or experience necessary to be deemed eligible for consideration in the evaluation process and/or receive a contract award.

Evaluation: The process of examining an offer after opening to determine the proposer's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the contractor. Contractor is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the Contractor shall perform duties as outlined in the documents of the RFP, proposal and subsequent contract.

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

Late Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the Owner with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Mandatory/ Must and Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

Negotiation Committee: Committee appointed by the requesting agency that advises and assists the Purchasing office in negotiating a final scope and fee based on offers made in response to written solicitations.

Non-Responsive: A classification of the Proposer that occurs when the Request for Proposal (RFP) response fails to conform to the substantive requirements of the solicitation and/or does not provide information material to evaluation and/or award eligibility.

Notice to Proceed: A written notice sent to the awarded Contractor stating that work may commence on a certain date, following the complete execution of the contract.

Not-Responsible: A classification of the Proposer that occurs when the respondent does not demonstrate the necessary qualifications, experience, capabilities, acceptable past performance, reputation and/or yield favorable information from references to meet the required standards necessary to be eligible for a contract award.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the **process** is purchased back.

Owner: City of Lincoln and Lancaster County

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor fulfills any and all obligations under the contract.

Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Price/Cost: The cost for performing duties according to the terms of the proposal and subsequent contract as proposed by the Proposer at time of RFP submission. Price may be negotiated following a recommendation of the Selection Committee. Price is an evaluation factor and is not evaluated by the Selection Committee with the other qualification factors. Price is normally submitted in a separate envelope and is completed according to the Cost Proposal Sheet included in the RFP documents.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the City of Lincoln/Lancaster County/Lancaster County Public Building Commission under the contract for use by the City of Lincoln/Lancaster County/Lancaster County Public Building Commission.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities and services to be provided under the contract.

Proposal: The offer submitted by a proposer in a response to a written solicitation.

Proposer: Company submitting a proposal to an RFP issued by the City/County Purchasing Department.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Public Proposal Opening: The process of unsealing written proposals and closing the RFP in Ebid at the time specified in the written solicitation.

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions by all parties involved. Not to be confused with Extension.

Request for Proposal (RFP): A written solicitation for obtaining competitive offers utilizing qualifications and costs.

Responsible Proposer: A Proposer who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Proposer: A Proposer who has submitted an RFP response which conforms to all requirements of the solicitation document.

Selection Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals (offers made in response to written solicitations).

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the contractor selected is clearly and justifiably the only practical source to provide the service. Determination that the contractor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics or other items to be provided under a contract.

Termination: Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owner, officers, managers, employees, legally disinterested persons, and sub-contractors or agents and their employees. It shall not include any entity or person who is an interested party to the contract or agreement.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential,

from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or distributor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Will: See Shall/Will/Must

Work Day: See Business Day.

I. PROJECT INFORMATION AND ESSENTIAL QUALIFICATIONS:

A. PROJECT OVERVIEW:

The City of Lincoln and Lancaster County hereinafter called Owners are requesting proposals from qualified proposers to submit proposal responses for a Flexible Benefits Spending Plan.

The owners intend to select a Contractor based on the evaluation criteria outlined herein which will accomplish the objectives of the project while incorporating innovative and cost-effective methods.

The successful contractor(s) will be responsible for remaining on established schedules for all services rendered to meet the proposed schedule for the project deliverable(s).

B. PROJECT/BACKGROUND INFORMATION:

The owners have been under contract with Navia Benefit Solutions since November 1, 2014. It is the intent of the City and County to award a contract which will take effect upon completion of the current contract which varies for each entity. Additional information regarding the current contract dates is contained herein.

C. RFP DOCUMENTS

Proposers are to promptly notify the Purchasing Department Staff, prior to the close of the RFP, of any ambiguity, inconsistency or error discovered upon examination of the RFP documents, including, but not limited to the information outlined herein and any information provided in Ebid.

D. AVAILABLE INFORMATION AND/OR IMPORTANT DOCUMENTS

Important Documents or Available Information:

Current Contract Documents can be found here:

<https://col.ionwave.net/PublicContractDetail.aspx?ctid=669&wid=1&t=ACTI>

Available Data:

- Current service provider is PayFlex Systems USA, Inc.
- Current FTE's

	City	County
Est. Total Employees Participating	580	270

Enrollments are as follows -

Premiums	1,928	876
Misc Medical	696	209
Dependent Care	97	26

Current Funding of 125 plans

CITY 125

Premiums	\$ 2,936,088.75	(YTD as of 08/02/2018)
Medical	\$ 591,086.06	(YTD as of 08/02/2018)
Dep Care	\$157,179.48	(YTD as of 08/02/2018)

County 125

Premiums	\$ 1,205,804.68	(YTD as of 08/09/2018)
Medical	\$ 253,041.16	(YTD as of 08/09/2018)
Dep Care	\$76,001 89.76	(YTD as of 08/09/2018)

E. CONTRACT PERIOD

The initial term of the contract for Lancaster County will be from October 8, 2018 through July 31, 2022 with an option for a four (4) year renewal upon mutual agreement by both parties.

NOTE: While the contract would be awarded with an effective date of October 8, 2018, plan administration begins on January 1, 2019 to coincide with other benefit effective dates.

The initial term of the contract for the City of Lincoln will be from August 1, 2019 through July 31, 2022 with an option for a four (4) year renewal upon mutual agreement by both parties.

NOTE: While the contract would be awarded with an effective date of August 1, 2019, plan administration begins on November 1, 2019 to coincide with other benefit effective dates.

The County will be under contract with Navia Benefit Services through the current County benefit year which ends on March 15, 2019.

The city will be under contract with Navia Benefit Services through the 2019 city benefit year which ends on January 30, 2020

F. ESSENTIAL QUALIFICATIONS AND EXPERIENCE:

The Owner is seeking a contractor with the following minimum qualifications to be deemed responsible and eligible for evaluation. If your company does not meet and/or exceed ALL the essential qualifications listed, your company is advised to not proceed with preparing and submitting an RFP response to this solicitation.

Confirmation that your company has read, understands and meets the minimum qualifications is to be included in your Proposal submission – see “[EXHIBIT 1](#)”. Complete the form, print and include in the proper areas of the RFP response as requested in the submission instructions outlined in Section IV. Failure to include “**EXHIBIT 1**” in your proposal submission may result in your company being deemed as “Not Responsible” and disqualified from consideration. Meeting the minimum essential qualifications and experience are required elements to be deemed responsible.

1. Five (5) years of experience that the Company submitting has been providing the products/services described herein. This experience must be from the company and not through arrangements with sub-contractors or individuals working at former positions, which is requested and evaluated separately;
2. Proposer has the capability to perform the primary functions of this project/service – i.e. management or maintenance aspects]; and
3. Proposer holds all appropriate licensing and certification requirements to conduct and facilitate the services being requested .

This RFP invites qualified proposers to submit responses for accomplishment of the items of work described in **Section III. PROJECT INFORMATION.**

The scope of general and required services identified in this RFP are intended to serve as a general description of anticipated objectives and tasks.

The Owner will rely on the proposer’s competence and experience to work with all Owner departments and divisions in meeting all necessary tasks, providing ongoing quality services and communicating successfully to provide the most effective and efficient products and/or services.

II. PROCUREMENT PROCEDURE

A. AFFIRMATIVE ACTION

The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all proposers and encourages minority businesses and women's business enterprises to participate in our bidding process.

B. RFP APPROACH

The RFP process is designed to be a competitive negotiation platform, where price is not the sole determinative factor; also, the Owner has the flexibility to negotiate with a select proposer to arrive at a mutually agreeable relationship.

The Owner reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the Owner.

C. SELECTION COMMITTEE

A Selection Committee will be assigned the task of reviewing the proposals received.

1. The Selection Committee may request documentation from Proposer(s) of any information provided in their proposal response or require the Proposer to clarify or expand qualification statements.
2. The Selection Committee may also require a site visit and/or verbal interview/s with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

D. PROPOSAL PROCEDURE

A Proposer must complete both steps directly below to create an RFP submission.

- 1) Proposers shall respond electronically to all attributes and addendums as required using the City/County Ebid.
- 2) All components of the written response shall be mailed or delivered to the office of the Purchasing Division and/or attached in Ebid as instructed.

Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in this document.

Proposed prices shall be submitted on the **ATTACHMENT 1 – COST PROPOSAL** with backup documentation on company letterhead in a separate envelope marked "COST PROPOSAL". COST PROPOSAL envelope must be submitted at the same time as the written proposal if the specifications indicate that price will be evaluated as part of the award criteria.

Proposal response submitted by a Proposer other than a corporation must include the name and address of each member. A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof. Any person signing a proposal for a company, corporation, or other organization must show evidence of his/her authority to bind such company, corporation, or organization.

Written and/or Ebid Proposals received after the date and time established for receiving offers will be rejected.

E. PROPOSER'S OFFER AND REPRESENTATION

The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the Owner(s) of purchase orders or other contract documents appropriate to the work.

No offer shall be withdrawn for a period of one hundred and twenty (120) calendar days after the time/date established for receiving proposals, and each proposer agrees in submitting an offer.

Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.

Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements.

F. INDEPENDENT PRICE DETERMINATION

By signing and submitting this RFP, the proposer certifies that the proposal and prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Proposer/Competitor; unless otherwise required by law, the proposal and prices which have been submitted in this offer have not been knowingly disclosed by the Proposer prior to RFP opening directly or indirectly to any other competitor;

no attempt has been made, or will be made, by the Proposer to induce any person or proposer to submit, or not to submit, a response for the purpose of restricting competition.

G. PROJECT TIMELINE

The tentative project schedule is listed directly below and is subject to change:

ACTIVITY ITEM	DATE (TIME IF APPLICABLE)
Request for Proposal Issued	August 10, 2018
Pre-Proposal Meeting	Not applicable
Last day to submit questions for clarification	August 17, 2018
Proposal Submittal Deadline	August 24, 2018 12:00 PM CST
Evaluation period	August 28 - August 31
Short-list Notification (If applicable)	September 4
Interviews (If applicable)	September 11 or 12
Final Selection	September 12
Scope of services, negotiations and fee	September 13
Projected Notice to Proceed – Contract Execution	County – October 8, 2018
Deliverable Due Date(s) and/or Implementation Start Date	See contract term section

H. PROPOSAL SUBMISSION INFORMATION AND INSTRUCTIONS:

The RFP response shall conform to all instructions, conditions and requirements outlined in the RFP and related documents. Prospective proposers shall carefully examine all documents, attachments and requirements associated with this RFP and be responsive to each requirement in the format prescribed. Proposals that do not conform may be deemed non-responsive.

Proposals must be submitted via a written response AND an electronic Ebid response no later than 12:00 Noon on August 24, 2018 or if extended, then shall be no later than the closing date and time listed in Ebid. **No exceptions to this deadline will be given.**

Proposer shall submit a total of seven (7) identical hard copy proposals. Label one (1) as the “Original” and each of the other proposals as “Copy”. Include **one (1) USB drive** containing all components that comprise the entire submission. The packaging shall be clearly marked with the following information RFP 18 – 217 City/County Flexible Spending Benefit Plan.

Cost is evaluated independently from all other submittals; therefore, provide one labeled as the “Original” and seven (7) identical hard copies of **“ATTACHMENT 1 – COST PROPOSAL”** in a **separate SEALED envelope** marked “Cost Proposal” that shall represent ALL costs that would be incurred by the Owner for your products and services. A separate electronic file for “ATTACHMENT 1 – COST PROPOSAL” is to be included within the USB drive.

Proposer must complete the **ATTACHMENT 1 – COST PROPOSAL** in the format provided. Detailed pricing information may be noted on a separate sheet written on company letterhead and included in the sealed Cost Proposal envelope.

- 1) Cost proposals are to include all necessary charges to result in the “Total Cost” that will achieve full functionality and/or completeness of a project, even if all items are not listed within the form provided. Proposers shall still submit the cost in the format as requested. Additional fees that cannot be reflected in the total price must be clearly noted with an explanation/method for how such additional fees are calculated to ascertain the true “Total Cost”. Depending on how additional costs/fees apply, they may be added to the “Total Cost” stated in “Attachment 1 – Cost Proposal”.
 - a. Proposers are to review “Attachment 1 – Cost Proposal” for specific completion instructions.

All hard copy documents that comprise the RFP response shall be delivered or sent to the address directly below:

Bob Walla
 City of Lincoln Purchasing
 440 S. 8th Street, Suite 200
 Lincoln, NE 68508

Proposer must be registered on the City/County's Ebid site to respond to the above RFP.

1. To register, go to the City of Lincoln website www.lincoln.ne.gov
2. Type "bid" in the search box, click on the "Supplier Registration" and follow the instructions to complete the registration.

Proposer must also complete and submit the electronic portion (Attributes and Line Item section) of this proposal in Ebid. Electronic submittal must be submitted before the closing date and time of this RFP. Failure to submit a written and electronic response will result in the rejection of the proposal.

ALTERNATE PROPOSALS

No Alternate Proposals will be accepted for this project.

I. PROTECTION OF PROPRIETARY AND TRADE SECRET INFORMATION

Data contained in any proposal or bid (hereinafter "Submission") and all documentation provided therein, become the property of the City of Lincoln and Lancaster County. Upon receipt of any Submission by the City of Lincoln and Lancaster County, all data and documentation become a public record and is subject to disclosure by the City of Lincoln and Lancaster County to any party initiating a public records request under Nebraska Revised Statutes § 84-712 et seq. In response to a public records request, the City of Lincoln and Lancaster County may include the entire proposal or response. The City of Lincoln and Lancaster County has no duty to protect proprietary or commercial information and/or trade secrets.

If the Proposer/Bidder wishes to have any information withheld from a public records request, such information must fall within the definition of "proprietary or commercial information" contained within Nebraska Public Records Statutes as defined by Nebraska Revised Statute § 84-712.05(3) and/or must be considered "trade secrets" as defined by Nebraska Revised Statutes §§ 87-501 to 87-507.

Any and all information the Proposer/Bidder wishes the City of Lincoln and Lancaster County to withhold from public disclosure must be submitted in a sealed package which:

1. Is separate from the remainder of the Submission;
2. Is clearly marked "*proprietary or commercial information*" and/or "*trade secrets*" on the outside of the package;
3. Individually identifies each separate page as confidential;
4. Contains supporting documentation specifically enumerating why the information in such documents are marked and qualify as proprietary or commercial information/trade secrets. Under Nebraska law, in order for such information to be protected, the information, if released, would give competitors an advantage **and** serve no public purpose.

FAILURE TO STRICTLY COMPLY WITH THESE INSTRUCTIONS WILL RESULT IN DISCLOSURE OF INFORMATION DECLARED BY THE BIDDER/PROPOSER TO BE PROPRIETARY OR COMMERCIAL INFORMATION AND/OR TRADE SECRETS. NO NOTICE OF FAILURE TO COMPLY WILL BE PROVIDED.

If the instructions above for designating proprietary or commercial information and/or trade secrets are strictly followed, the City of Lincoln and Lancaster County in section I will provide the bidder/proposer with reasonable notice that a public records request has been made that may include the information designated as proprietary and commercial or a trade secret. It is the sole responsibility of the Proposer/Bidder to take actions necessary to protect the information claimed as proprietary or commercial, or a trade secret.

Proposers/Bidders may not mark their entire Submission as *proprietary or commercial information and/or trade secrets*. Proposer's/Bidder's cost proposals may not be marked as proprietary or commercial information/trade secrets, and are deemed to be a public record in the State of Nebraska. Failure of the Proposer/Bidder to follow the instructions for submitting proprietary or commercial information/trade secrets may result in the material being viewed by other proposers/bidders and/or the public.

"Proprietary or commercial information" is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose. (see Neb. Rev. Stat. § 84-712.05(3)).

“Trade Secrets” is defined as information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that:

Derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(See Neb. Rev. Stat. § 87-502 (4)(a)(b))

In accordance with the Nebraska Attorney General Opinions 92068 and 97033, Proposers/Bidders submitting information as proprietary or commercial information/trade secrets may be required to prove specific competitor(s) by name who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

J. COPYRIGHT AND POSTING WAIVER

Any individual or entity awarded a contract, or who submits a proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, it shall be implied that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found non-responsive and rejected.

To facilitate public postings, except for proprietary information, the City of Lincoln/Lancaster County reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents.

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the City of Lincoln/Lancaster County and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the City of Lincoln/Lancaster County, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

K. RFP CLARIFICATION AND ADDENDA

Clarification and Question Procedures

Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of RFP and related bid documents.

Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing office to the attention of the contact name listed below at least seven (7) calendar days prior to date and time for response receipt.

All inquiries requesting clarification, interpretations and/or deviations regarding the Request for Proposal or other related documents shall be submitted in writing, via email, **during** the clarification period to the contact name listed below at the City/County Purchasing office:

Name: Bob Walla
Department: City/County Purchasing
Email: rwalla@lincoln.ne.gov

These inquiries and/or responses shall be distributed to prospective proposers electronically as an addendum via Ebid.

All inquiries regarding the submission of the proposal through Ebid or providing written instructions of the submittals may be made via email or phone to the City/County Bid Line in the Purchasing Office:

Bid Line Phone Number: 402-441-8103

Interpretations, corrections and changes made to the RFP or Ebid documents will be issued electronically via addenda in Ebid. It is the Proposer’s responsibility to review all Addendums issued prior to bid response.

Oral interpretations/changes to the RFP and related documents made in any other manner than written form, will not be binding on the Owner; Proposers shall not rely upon oral interpretations.

Addenda procedure:

Addenda are instruments issued by the Owner prior to the date for receipt of offers which modify or interpret the Request for Proposal and related documents by addition, deletion, clarification or correction.

No addendum will be issued less than three (3) calendar days prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.

Proposers shall verify addendum receipt electronically in Ebid prior to RFP closing or RFP may be rejected.

L. PRE-PROPOSAL CONFERENCE

There will not be a pre-proposal conference for this RFP.

M. PRICES

All prices, costs, and terms and conditions outlined in “**Attachment 1 – Cost Proposal**”, and/or revised during negotiations shall remain fixed and valid commencing on the opening date of the proposal until termination of the contract .

N. WRITTEN CLARIFICATIONS

Formal request(s) for written clarification may be made to one or more Proposers during the written evaluation period which are specific to an individual Proposer.

Written clarifications are intended to occur prior to any oral interviews being held and will outline the specific elements of the RFP response. The purpose of obtaining written clarification is to assist the Selection Committee members in determining if the RFP response submitted meets the RFP requirements and if the Proposer will move forward in the evaluation process.

Such requests shall be provided to the Proposer through a written request for clarifications, sent via email, and will detail the specific items of the RFP response requiring clarification.

Failure of a Proposer to submit the written clarification response with all the information requested by the date provided in the written request, may result in the Proposer being deemed non-responsive and exclude the Proposer from receiving further consideration of their RFP response.

O. ORAL INTERVIEWS

The Owner may determine after the completion of the Written Evaluation and any necessary written clarifications that oral interviews/presentations and/or demonstrations are required to determine the successful Contractor.

In the event interviews are conducted, all proposers may not be granted an opportunity to interview/present and/or give demonstrations; the Owner reserves the right, in its discretion, to select only the top scoring proposers to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the written evaluation.

1. The Owner will contact those short-listed proposers to schedule interviews.
2. Interviews will include a formal presentation and a question and answer session based upon subject matter provided by the Owner in advance of the interview.

The presentation process will allow the proposers to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Proposer’s key personnel, identified in their proposal, may be requested to participate in the structured interview to ascertain their understanding of the requirements of this proposal, their authority and reporting relationships within their company, and their management style and philosophy. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the proposer, but the owner reserves the right to refuse or not consider the offered materials. Proposers shall not be allowed to replace their written proposal information by altering or amending the proposals in the interview process.

Once the oral interviews/presentations and/or demonstrations have been completed the Owner reserves the right to make an award without any further discussion with the proposers regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the proposer and will not be compensated by the Owner.

The Owner will contact the awarded contractor, by email, after all the interviews have been completed and the Owner has had sufficient time to discuss and rank the proposers.

P. AWARD AND NEGOTIATIONS

The resulting contract from this RFP will be awarded to the Proposer who has been deemed responsible, responsive to the requirements outlined herein, received the highest-ranking scores, and whose services and/or products have been determined by the Selection Committee to be the most advantageous to the Owner.

Such determination that identified the highest ranked proposer offering shall be based on the selection committee's resulting scores from the evaluation criteria set forth in **Section IV.** and, proposers' performance in any oral interviews conducted.

The Owner reserves the right to make an award based on the "written evaluation" without holding oral interviews. Whereby, the scores from the "written evaluation" shall be the final ranking of the best qualified proposer.

The Owner also reserves the right to seek additional information from Proposers such as, but not limited to, additional Oral Interviews, demonstrations, written clarification, information, and research at various stages of the process for the Selection Committee to make a final decision. All awards will be made in a manner deemed in the best interest of the Owner.

The successful Proposer shall receive information from the Owner and/or meet with Owner's Representative(s) to negotiate an initial detailed work plan, finalize the scope of services and the Cost Proposal.

If the Owner is unable to arrive at an agreement with the top ranked proposer, the Owner retains the sole right to move on to negotiations with the second (then third, etc.) ranked proposer. Contract to be executed will be based on a Cost Proposal/Fee Schedule with a "not to exceed total" for total expenditures agreed upon in negotiations.

Q. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

Proposer shall respond to the Attribute in Ebid regarding Sole Proprietorship and complete all documentation as required by the State of Nebraska as instructed.

R. ETHICS IN GOVERNMENT CONTRACTING

The Owner reserves the right to reject proposals, overturn an award notification and/or terminate a contract if it is discovered that a Proposer commits or has committed ethical violations, such as but not limited to, the following offenses:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the procurement process.
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the procurement process.
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any local, state or federal entity.
4. Submitting a proposal on behalf of another party or entity.
5. Collusion with any person or entity to influence the procurement process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair competitive advantage, subvert the RFP or prejudice the Owner.

S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Proposer must include any deviations from the RFP and the proposed replacement language on company letterhead and attach to the section as required in the Submittal portion outlined herein. Failure to include deviations will be interpreted to infer that Proposer agrees to all terms as outlined in the Specifications and RFP documents with no deviations.

The Owner reserves the right to accept or reject the deviations according to the best interests of the Owner.

Deviations that are not acceptable to the Owner and are not negotiable by the Proposer may result in the Proposer being deemed "Non-responsive" and rejection of the RFP response.

T. ANTI-LOYBBYING PROVISION

During the period between the advertised date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any City/County Elected Official or Owner Staff

except in the course of Owner-sponsored inquiries, briefings, interviews, or presentations sent or provided directly to the City/County Purchasing Department

U. SITE VISITATION

Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance. The Proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

If the project is in a designated non-public area, Proposers are not allowed to visit the sites except for a Pre-Proposal Meeting or upon written approval by the City/County Purchasing Department.

V. REFERENCE CHECKS

By submitting a proposal in response to this RFP, the proposer grants to the Owner the right to perform reference and/or credit checks to verify characteristics, such as but not limited to experience, skills, reputation, judgement and/or the capacity to perform the contractual obligations resulting from this RFP. The Owner shall use the submittals requested in Section IV. of this RFP (Summary of Proposer's Experience) as references. Further, the Owner reserves the right to request additional information related to experience and financial documents if deemed necessary to ascertain the Proposer's ability to meet the requirements outlined herein and in other related RFP documents.

Unsatisfactory information obtained from any references and/or credit checks performed may be grounds to reject a proposal, withdraw an Intent to Award or rescind the award of a contract. A proposer may not use work performed for their own company as a reference to substantiate performance.

W. ENTIRE AGREEMENT

The resulting contract awarded shall constitute the complete and entire agreement between the Owner and the successful Contractor and supersedes any prior representations, understandings, communications, commitments, agreements or Proposals, oral or written that are not incorporated as a part of the Contract. See "Sample Contract" in the Attachment section of Ebid.

III. PROJECT INFORMATION

Proposers are to review this section, prepare and submit a "Technical Proposal" outlining detailed responses to items **A. through D.** listed below. Submittals within **TAB 2** of the Proposal response shall correspond with this information.

A. PROJECT ENVIRONMENT & REQUIREMENTS

1. SCOPE OF WORK

The program is designed to provide employees with a choice of benefits which could result in the payment of lower income taxes and lower contributions under the Federal Insurance Contributions Act by paying benefit costs on a pre-tax basis. The program should foster a greater appreciation for the existing employee benefit package and assist the employee in absorbing additional benefit costs without a negative effect on take-home pay.

3. PROJECT REQUIREMENTS

Only the following choices shall be included in the Plan:

- Employee and dependent contributions for health, dental and vision insurance premiums.
- Child / Dependent Care Reimbursement Account.
- Un-reimbursed Medical Expense Account.
- Section 132 Parking or Transit Account For City Employees
- The City of Lincoln and Lancaster County presently have selected the plan year "grace period" (14.5 months) for Flexible Spending Accounts.

4. BUSINESS REQUIREMENTS

Proposals shall state the type and frequency of all reports.

- Reports shall include data to easily compare cost of administration to the City/County with cost savings to the City/County in any applicable payroll tax or expenditure.
- Compliance with IRS Section 125 shall be documented.
- Account balances of flexible spending shall be provided to participants on a timely basis and shall include a year-end summary.

B. PROPOSED DEVELOPMENT APPROACH

1. PROPOSED RESOLUTION

The successful Contractor shall complete the Plan Design and Plan Document to the City's/County's specification.

2. INNOVATION AND CREATIVITY

Vendor may provide information on innovative or creative ways that simplify the administration of the plan for the plan sponsor and participant.

C. TECHNICAL CONSIDERATIONS AND CHALLENGES

1. TECHNICAL REQUIREMENTS

- The successful Contractor shall prepare an appropriate promotional campaign including employee materials or booklets with appropriate illustrations of the Plan.
 - Individualized examples shall be provided so that employees understand the program well enough to make intelligent choices.
 - The promotion campaign should create enthusiasm by helping employees perceive the plan's advantages to themselves and to their families.
 - The successful Contractor shall provide appropriate training to City/County employees to ensure smooth operation of the Plan on an on-going basis.
 - The successful Contractor shall, within the Plan guidelines, review, verify, process and disburse funds.
 - The Contractor's system of payment shall be designed so that all funds remain within the City of Lincoln/County of Lancaster prior to disbursement.
 - Such funds shall be held in respective City and County separate, designated bank accounts.
 - Lines of communication shall be open to each individual participating employee.
 - A toll-free telephone shall be available for employees to call regarding the status of their individual accounts or with any inquiry in general, including the impact of the program in individual income tax returns.
 - Payments to participants shall be no less than weekly.
 - Payment on a daily basis will be considered a plus for any proposal.
 - Possible provisions to enroll new employees at specified time(s) during the Plan Year should be included in any proposals, if appropriate.
 - The City and County require the ability to transmit open enrollment and payroll data electronically using EDI (Electronic Data Interface).
- * The successful Contractor shall provide all required forms including the Employee Election / Waiver of Benefits form.

D. PROJECT WORK PLAN, MANAGEMENT AND IMPLEMENTATION

1. WORK PLAN

Vendors shall provide a detailed plan or outline on how the company intends to provide a quality program within a specified timeframe. This includes start-up and promotion of the program to all employees during open enrollment.

2. PERFORM IMPLEMENTATION

- Design the PROGRAM and recommend the Plan Document to the City of Lincoln/County of Lancaster.
- Ensure that the Plan does not discriminate by its terms or in actual practice in favor of highly compensated individuals as to eligibility, contributions or benefits.
- Administer the Plan in full compliance with Internal Revenue Service regulations including IRS Section 125 and any other IRS sections applicable to the Plan.
- Provide for the promotional meetings, advertisement and enrollment meetings of all eligible employees including the development of materials necessary to communicate the program in an understandable manner.

- Provide regular recommended SPD plan updates to the City and County to stay in compliance with applicable law and the needs of the group.
- The program should promote employee satisfaction and better cost management.
- Provide monthly management reports that are accurate, timely and useful in providing an ongoing analysis of the Plan's efficiency and effectiveness with particular attention to a comparison of administrative fees to payroll tax savings.
- There are approximately 2,000 employees in the City and approximately 950 employees in Lancaster County who are potentially eligible participants.
- The City/County considers all employees who are eligible for health insurance to be eligible for the program. This would include some elected or appointed officials.
- The successful contractor must submit in writing that no employees of the contractor will, either in the process of enrollment or at any time while the contract is in force, attempt to enroll or enroll any city employee in any insurance plan, savings plan, or deferred compensation plan or other benefit program that is not specifically provided for in the program. Enroll as used here includes the terms "sell, persuade, accept as a participant" and other like terms.

3. **PROVIDE POST IMPLEMENTATION SUPPORT**

Vendor must include details on post implementation support, including but not limited to account team structure, meeting support, and customer service.

IV. EVALUATION AND SUBMITTAL INFORMATION

A. SELECTION AND EVALUATION FACTORS:

Proposals that do not meet the minimum requirements as outlined herein and related Ebid attachments may be deemed non-responsive and may not be evaluated by the Selection Committee.

1. Proposals deemed to meet the requirements shall be evaluated by a Selection Committee and will be scored for each of the following areas:
 - a. Experience, Proposed Staff Management Approach and Subcontractors;
 - b. Technical Proposal;
 - c. Project Schedule;
 - d. Quality, Organization and Completeness of Proposal Response;
 - e. Cost Proposal; and
 - f. Oral Interviews (if necessary)
2. The selection criteria for the "written evaluation" is listed directly above in a. through e. and shall be the basis for an award or the determination for the proposers to be short-listed for personal interview.
3. If interviews are conducted, the scores from the "written evaluation" and "oral interviews" shall be added together for a cumulative total and final ranking of the best qualified proposer.
4. If interviews are not conducted, the scores from the "written evaluation" shall be the final ranking of the best qualified proposer.

B. PROPOSAL SUBMISSION AND FORMAT:

Proposer shall **submit** the requested number of proposal response copies and contents shall be presented in a quality manner that is clear and concise. **Proposal responses that do not contain each of the categories and items as listed below may be deemed to be non-responsive.**

Contents shall be placed in separate sections, properly organized in order by category as listed with each individual section tabbed and labeled as indicated. Proposals shall be limited to 25 double-sided pages of content (excluding tabs, cover, title pages and appendices). Minimum 10pt Arial or Calibri font style and size, 8 ½ x 11 paper, double spaced.

Proposers attempting to submit portions of the response containing Proprietary Information and/or Trade Secrets must strictly comply with the instructions as outlined in Section II. under Protection of Proprietary Information and Trade Secrets.

The information being requested in each of the respective categories listed below (1 through 6) shall be used as the primary basis in the determination of the Proposer's ranking in the "Written Evaluation"

1. Include the following documents within the Proposal Response - **(No TAB - Place these documents between the Front Cover and TAB 1 of the Proposal).**
 - a. EXHIBIT 1;
 - b. Letter of Interest;
 - c. A summary of the following information about your company:
 - i. Company name, address and telephone number;
 - ii. Years established and former names of your company;
 - iii. Types of services your company is particularly qualified to perform; and
 - iv. Average number of staff employed.
 - d. All deviations, modifications, additional or other changes from the RFP shall be declared on company letterhead with reference to the affected document(s) and section(s). Any such deviations, modifications placed elsewhere and not described in this section shall be null and void.

2. EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS – (TAB 1 OF PROPOSAL RESPONSE) – This section shall consist of the following information about each sub-category listed.

a. Summary of Proposer’s Experience:

The proposer shall provide an organized summary listing their previous projects similar to this RFP in size, scope, and complexity. The Owner will use at least two (2) and no more than three (3) narrative project descriptions submitted by the proposer during its evaluation of the proposal and shall also use information from the organized summary of experience to perform any necessary reference checks. The Owner reserves the right to request additional information and/or clarification to assist in making assessments in either capacity.

The proposer shall address each of the following:

- i. Provide detailed narrative descriptions to highlight the similarities between the proposer’s past performance/experience and this RFP. These descriptions should include:
 - a) The time period of the program;
 - b) The scheduled and actual completion dates if applicable;
 - c) The proposer’s responsibilities;
 - d) Company/Gov. Entity name (including the name of a contact person, a current telephone number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a proposer performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
 - f) Current programs and estimated costs of each.
 - g) Any other specialized qualifications which your company might possess which would be of benefit to the project, related to the core requirements as listed.
- ii. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
- iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

b. Summary of Proposer’s Proposed Staff Management Approach and Subcontractors

- i. The proposer shall present a detailed description of its proposed approach to the management of the project.
- ii. The proposer shall provide information to substantiate that they have sufficient professional staff to meet proposed schedule. Proposer shall identify the specific professionals who will work on the Owner’s project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the Owner’s project should be identified in full, with a description of the team leadership, interface and support functions and reporting relationships. The primary work assigned to each person should also be identified.

Subcontractors:

If the Proposer intends to subcontract any part of its performance hereunder, the Proposer shall provide:

- i. name, address and email address of the Subcontractor(s);
- ii. list of specific tasks that will be performed by each Subcontractor(s)
- iii. percentage of performance hours intended for each Subcontract; and
- iv. total percentage of Subcontractor(s) performance hours.

3. TECHNICAL PROPOSAL – (TAB 2 OF PROPOSAL RESPONSE)

The technical proposal section submission shall include each of the items listed below – See information regarding these categories in Section III. – PROJECT INFORMATION.

- a. Understanding of the project environment and requirements;
- b. Narrative describing proposed development approach;
- c. Technical considerations and any potential challenges;
- d. Detailed project work plan, management and implementation to demonstrate assurance and competency in successful completion; and

4. PROJECT SCHEDULE – (TAB 3 OF PROPOSAL RESPONSE)

- a. Proposer must include a detailed schedule of work, activities and confirmation of willingness and capability to meet the time requirements expressed in the scope of services.
- b. Submit information that describes performance record for timeliness.
- c. Outline the current projects which are being conducted from the location of the Proposer’s office responding.

5. “ATTACHMENT 1 - COST PROPOSAL” (COST FACTOR) – PLACE IN A SEPARATE SEALED ENVELOPE WITHIN THE RFP PACKAGE.

***Important – Proposers MUST complete the “Attachment 1 – Cost Proposal” form found in the Attachment section of the Ebid system, following the instructions as indicated within the form the correct format and in its entirety. Proposers may attach additional documentation as required on company letterhead and place ALL Cost Proposal components in a separate sealed envelope within the hard copy, RFP package. The cost proposal shall not be marked as Proprietary.**

1. PRICING SUMMARY

The Cost Proposal shall clearly present costs on a per employee per month fixed price and clearly list potential added fees that could be incurred by City of Lincoln or Lancaster County.

The Owner reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

- 2. *Note:* The “Cost Proposal” is only one (1) factor in the selection criteria and evaluation process (including Oral Interviews).

V. CONTRACT RESPONSIBILITIES

A. INSURANCE REQUIREMENTS:

Prior to the execution of the contract resulting from this RFP, the successful Proposer will be required to provide proof of insurance that is compliant with the "INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS" See the [INSURANCE CLAUSE](#) attached herein.

Proposers are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to RFP closing date and time to expedite the contract execution process.

B. PERFORMANCE BOND

No Performance Bond is required for this project.

C. BID BOND

No Bid Bond will be required for this project.

D. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

E. E-VERIFY

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.E-VERIFY.

F. COOPERATION WITH CONTRACTORS

Contractor may be required to work with or proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other Contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

G. PERMITS, REGULATIONS, LAWS

The Contractor must comply with all current Local, State and Federal requirements necessary to perform all duties and requirements of the resulting contract. The Contractor shall be responsible for obtaining and paying for all royalties, licenses, permits and approvals necessary for the execution of the contract. The Contractor guarantees that it has the full legal right to the materials, supplies, equipment, software and other items used in performing all aspects associated with the contract.

H. MATERIALS AND WORKMANSHIP

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by the resulting Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under the RFP Specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary any defective work, material etc. if in the opinion of the department and/or Purchasing said issue is due to imperfection in material, design, workmanship or Contractor fault.

I. INDUSTRY STANDARDS

If not otherwise provided, materials or work outlined for the resulting contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

J. DATA PRIVACY

Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

The Proposer agrees to hold the Owner harmless from any claims resulting from the Proposer's unlawful disclosure or use of private or confidential information.

Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.

If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

K. SITE RULES AND REGULATIONS (IF APPLICABLE)

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on Owner's premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the Owner, they must make arrangements with the Owner to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the Owner on the basis of lack of access, unless the Owner fails to provide access as agreed to in writing between the Owner and the Contractor.

VI. TERMS AND CONDITIONS

A. CONFLICTING TERMS

To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the resulting contract agreement shall control.

B. CONTRACT DOCUMENTS

The Contract Documents comprise the Contract and consist of all documents contained in the Ebid and documents submitted by the Proposer during the RFP process.

C. TERMINATION

This Contract may be terminated by the following:

1. Termination for Convenience. Either party may terminate this Contract upon sixty (60) days written notice to the other party for any reason without penalty.
2. Termination for Cause. The Owner may terminate the Contract for cause if the Contractor:
 - a. Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - b. Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - c. Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owner will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

D. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

In the event funding is not available to continue with services as written, the Owner(s) reserve the right to cancel the contract for convenience with no financial obligation to the Contractor, Subcontractors or other stakeholders besides the amount due for services rendered prior to notice of cancellation.

The Owner(s) may terminate the resulting contract in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the Owner(s). In the event of unavailability of funds to pay any amounts due under the resulting Contract, the Owner(s) shall immediately notify the Contractor and the resulting contract shall terminate without penalty or expense to the Owner(s). Upon termination, the Owner(s) shall pay Contractor for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by the resulting Contract.

E. IMPLIED REQUIREMENTS

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the RFP documents, shall be included.

F. CONTRACT MODIFICATION

The resulting contract shall be modified only by the written agreement and approval of the parties through a contract amendment. No alteration variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties through a contract amendment. Every amendment shall specify the date on which its provisions shall be effective.

G. ASSIGNMENT

The contract established resulting from this RFP process shall not be transferred to/or assigned without prior written consent of the Owner and must be handled through the Owner's document approval process.

H. LIQUIDATED DAMAGES

No liquidated damages are associated with this project.

I. LAWS

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

J. SEVERABILITY

If any provision of the resulting contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of the resulting contract shall be enforced to the fullest extent permitted by law.

K. LIVING WAGE

The Contractors agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July. This provision is only applicable to City of Lincoln projects.

L. INDEPENDENT CONTRACTOR

It is the express intent of the parties that the contract awarded shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owner and employees of the Owner shall not be deemed to be employees of the Contractor. The Contractor and the Owner shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

M. STAFF QUALIFICATIONS

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be the employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the awarded contract may result in termination of the contract or damages.

N. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The Owner shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or obtained by the Contractor on behalf of the Owner pursuant to this contract or purchase order.

The Owner shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept or deliverable.

O. CITY AUDIT ADVISORY BOARD

All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/purchase order, as allowed by law. This provision is only applicable to City of Lincoln Projects.

VII. PAYMENT AND INVOICING

A. PROHIBITION AGAINST ADVANCE PAYMENT

Owner will not pay for services or equipment in advance of receipt and approval of such product or service throughout the term of the contract unless specifically listed in the final contract document.

B. TERMS OF PAYMENT

Unless other specification provisions state otherwise, payment in full will be made by the Owner Departments within thirty (30) calendar days after all of the following criteria is met:

1. The required labor has been performed and all services, equipment or other merchandise has been delivered or provided;
2. Such services, labor and equipment, and other materials have met all contract specifications; and
3. An invoice with the unit price and total amount is submitted to the department and approved.

C. TAXES AND TAX-EXEMPT CERTIFICATE

The Owner is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

The exception to this statement is the Water Division of the City of Lincoln. All service and supplies are taxable per Reg. 066.14A and no exemption certificate will be issued.

D. INVOICES

Contractor's invoice(s) for payment of services and products must be sent to the appropriate department according to contract terms with all applicable information included to ensure proper billing and final payment. Invoices shall include the following:

1. Contractor's information:
 - a. Company Name;
 - b. Address; and
 - c. Phone number for billing inquiries.
2. Owner's information:
 - a. Name of requesting department (Must specify City and County as individual entities);
 - b. Contact name;
 - c. Address
 - d. Phone number
 - e. Specific list of duties/services performed and rates charged.

Failure to provide invoices in this manner may result in late payment to the Contractor with no repercussion to the Owner.

E. INSPECTION AND APPROVAL

This section does not apply to this project.

INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln Lancaster County Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9. This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN, LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION. **FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY INCLUDE THE ENTITY ISSUING THE CONTRACT.**

FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE REQUIREMENTS SET FORTH BELOW.

Insurance; Coverage Information

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

Certificates

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

1. Commercial General Liability

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.1 Additional Insured (Requires an Endorsement Form)

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

1.2 Automobile Liability

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.3 Garage Keepers / Garage Liability

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

1.4 Workers' Compensation; Employers' Liability

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

1.5 Builder's Risk Insurance

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored

unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

1.6 Pollution Liability

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

1.7 Errors and Omissions; Professional Liability

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

1.8 Railroad Contractual Liability Insurance

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

1.8.1 Railroad Protective Liability

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.9 Cyber Insurance

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. **Reservation of Rights**

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. **Sovereign Immunity**

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. **Further Contact**

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.

EXHIBIT 1

If your company meets the minimum requirements as listed in this RFP under Section I., **F. ESSENTIAL QUALIFICATIONS AND EXPERIENCE**, then please complete this form and include copies in all hard copy responses (Include one in the Original and each of the hard copy Proposal responses) along with a copy in the USB Drive. Fill in your company name in the two areas listed below, sign and date.

I have read and understand the "ESSENTIAL QUALIFICATIONS AND EXPERIENCE" requirements as outlined. I declare that our company, _____ meets all said requirements in the capacity of the Company and not through the experience of our sub-contractors or staffs' experience acquired through previous employment at other companies.

_____ was identified as the Contractor/Provider contractually responsible in contract agreements performing all the requirements as listed in the above referenced section of the RFP.

Further, our company understands and agrees that this form does not represent or replace any other submissions requested under Section IV., **B. 2.** for **EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS** for the evaluation. The sole purpose of this form is to declare that our company meets the minimum qualifications and experience for acting in the capacity of the responsible party and to ascertain our company, regardless of sub-contractors and former experience of employees, is eligible for consideration in this RFP process.

I am an authorized signer to represent our company on this proclamation.

Authorized Company Representative

Date



City of Lincoln/Lancaster County
Flexible Benefits Spending Plan

RFP 18-217

Services

DUE: 12:00 PM, August 24, 2018

Prepared by **Navia Benefit Solutions**

600 Naches Ave, SW
Renton, WA 98057

Stefan Knipp

(425) 452-3508 – direct

(425) 452-7002 – fax

sknipp@naviabenefits.com

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EXHIBIT 1


If your company meets the minimum requirements as listed in this RFP under Section I., **F. ESSENTIAL QUALIFICATIONS AND EXPERIENCE**, then please complete this form and include copies in all hard copy responses (Include one in the Original and each of the hard copy Proposal responses) along with a copy in the USB Drive. Fill in your company name in the two areas listed below, sign and date.

I have read and understand the "ESSENTIAL QUALIFICATIONS AND EXPERIENCE" requirements as outlined. I declare that our company, Navia Benefit Solutions, Inc. meets all said requirements in the capacity of the Company and not through the experience of our sub-contractors or staffs' experience acquired through previous employment at other companies.

Stefan Knipp was identified as the Contractor/Provider contractually responsible in contract agreements performing all the requirements as listed in the above referenced section of the RFP.

Further, our company understands and agrees that this form does not represent or replace any other submissions requested under Section IV., **B. 2. for EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS** for the evaluation. The sole purpose of this form is to declare that our company meets the minimum qualifications and experience for acting in the capacity of the responsible party and to ascertain our company, regardless of sub-contractors and former experience of employees, is eligible for consideration in this RFP process.

I am an authorized signer to represent our company on this proclamation.



Authorized Company Representative

8.23.18

Date



Bob Walla
City of Lincoln Purchasing
440 S. 8th Street, Suite 200.
Lincoln, NE 68508

August 23, 2018

Dear Bob Walla,

Thank you for the opportunity to bid on the City Lincoln/Lancaster County's plans for Flexible Spending Arrangement Administration Services and Commuter Benefits. I am very confident that our proposal will be seen favorably based on our pricing and experience in providing administration to large public sector employers. There are a few items that I would like to specifically mention regarding our proposal.

- I will be the main contact representing Navia Benefit Solutions. I can be reached via email at sknipp@naviabenefits.com or via phone at (425) 452-3508. I can also be reached via fax at (425) 451-7002. I am based out of our headquarters in Renton, WA and my address is 600 Naches Ave SW, Renton, WA, 98057.
- We are quoting the City/County a very aggressive rate of **\$2.75 per participant per month** for the administration of the Flexible Spending Arrangements, and a **rate of \$2.00 per participant per month** for the administration of Commuter Benefits. As enrollment in the plans increases, we are also willing to decrease our quoted rates to reflect the growth.
- Our proprietary systems give us full flexibility to customize plan administration to deliver a user experience tailored for the City/County's participants.
- Navia consistently offers a high level of service to all clients. Our commitment to customer service is evident in our participant-first philosophy and our hiring approach. Every Navia employee is hired as a customer service agent and promoted from within. This gives each employee a unique perspective on the participant experience. **No other TPA can make a claim to that commitment.**

I am committed to bringing the City of Lincoln/Lancaster County the highest level of customer service and technology and welcome the opportunity to prove why making a switch to Navia is the right choice.

Cordially,

A handwritten signature in black ink, appearing to read "SKNIPP", written over a light blue horizontal line.

Stefan C. Knipp
Director of Sales (and a former customer service agent)

EXECUTIVE SUMMARY

We have reviewed the contents of the City of Lincoln/Lancaster County's RFP for FSA and Commuter benefits and confirm that we can meet all of the requirements listed. All of the requirements are services that we currently offer for all of our existing clients. There are some items that we would like to highlight about our firm's ability to meet King County's administrative needs.

- Navia Benefit Solutions has provided benefits administration services for over 25 years. We administer plans for over 2,500 clients and are currently serve over 500 public sector plans. Many of these clients have been with Navia through several contract renewals.
- Navia can fully meet all of the work outlined in the RFP. These are all current services that are offered as part of our standard FSA, and COBRA administration.
- Navia uses our own proprietary software for FSA administration. We believe that the most effective way to administer a plan is to have complete control over systems, data and personnel. Part of our successful administration strategy is to provide the highest level of service and expertise to our clients. Some items to note about our administration:
 - We do not outsource or offshore any of our services
 - Navia maintains a dedicated account management team for each public sector client
 - Navia has a full compliance team managed by our in-house counsel
 - Navia administers all plans in accordance to the proposed IRS regulations and in the interest of our clients to be fully compliant with the regulations
- Navia administers plans for over 500 public sector clients and many clients throughout the State of Washington. The following is a brief sample of our existing clients. We currently administer plans for over 2,500 employer groups consisting of over 150,000 participants.

State of Maine	Henrico County Government (VA)	County of Sacramento (CA)
City of Detroit (MI)	City of Everett (WA)	City of Auburn (WA)
City of Portland (ME)	City of Issaquah (WA)	State of Rhode Island
City of Seattle (WA)	Howard County Public Schools (MD)	City of Bothell (WA)
City of Waco (TX)	Pierce County (WA)	State of Washington
City of Kirkland (WA)	County of Santa Clara (CA)	City of Bellevue (WA)

- Navia offers several value added services that will enhance plan administration. This includes features such as our FlexConnect technology, MyNavia mobile app, and enhanced customer service support.

VALUE-ADDED SERVICES

Navia is proposing several value-added services that set us apart from other TPAs. **There is no cost associated with any of these services.**

- Navia will assign a dedicated account management team to handle the City/County's account. The dedicated team consists of an account executive an account manager, and an account associate. They will serve as the primary contacts for all of the plan administrators. Our experience shows that having a dedicated account management team leads to faster issue resolutions, streamlined administration and less confusion for plan contacts regarding customer service.
- Navia will schedule webinars and on-site meetings during the open enrollment (OE) period where a member of the account management team will conduct a live educational sessions for interested employees of the City/County. Our experience shows that conducting OE meetings and webinars will significantly improve participation in the FSA plan.
- Navia will create custom enrollment materials for OE. Our materials have been crafted and refined to blend the right combination of education and real-world relevance so that employees clearly understand the benefits and risks associated with an FSA plan.
- Navia can offer online enrollment for the FSA plan at no cost. Our online enrollment system eliminates the need for the employee to enter in their personal information, minimizes data entry errors and streamlines the enrollment process. An output file would be sent to the City/County at the end of OE.
- Navia offers the use of the MyNavia mobile app. It is one of the highest rated FSA apps on iTunes and Google Play. The mobile app gives the participant complete account access to submit claims, verify debit card charges, view balances and account history, view denials and view pending claims.
- Navia will include use of our FlexConnect technology. FlexConnect lets participants sync their insurance accounts to their FSA account and submit patient responsibility amounts with a single mouse-click. FlexConnect technology can track all of their benefits data, view potential FSA savings and increase employee awareness.
- Navia takes great pride in our customer service team. Our customer service department is based in Renton, WA and has over 50 representatives. Every representative has a personal email address, phone number, and fax number so City/County participants can call or email our representatives directly if needed. Our team also has extended customer service hours from 5:00 am – 5:00 pm PT.

Company Information

- Company Name: Navia Benefit Solutions, Inc.
- Address: 600 Naches Ave SW
Renton, WA 98057
- Main Phone: 425-452-3500
- Founded: 1989
- Formerly known as: Flex-Plan Services (1989-2015)
- Our company is qualified to perform FSA, HSA, HRA, COBRA, and Commuter Administration.
- We have no deviations, modifications, or other changes to this RFP.
- All administration occurs in house. We do not contract or subcontract any of our work.

CURRENT REFERENCES

RFP No. 18-217 – Administration of Flexible Spending Accounts & Commuter Benefits

Company Name: County of Sacramento	Contact Person: Dave Comerchero
Address: 700 H Street Suite 4667	Telephone Number: 916-874-4529
City, State, Zip: Sacramento, CA 95814	E-mail Address: ComercheroD@saccounty.net
Services Provided / Date(s) of Service: Health Care FSA, Dependent Care FSA, Limited Health FSA // 2006 - Present	

Company Name: TrueBlue, Inc.	Contact Person: Tobie Tyler
Address: 1015 A Street, Tacoma, WA 98402	Telephone Number: 253-680-8531
City, State, Zip: Santa Clara, CA 95110	E-mail Address: ttyler@trueblueinc.com
Services Provided / Date(s) of Service: Health Care FSA, Dependent Care FSA, Commuter // 2013-Present	

Company Name: County of Santa Clara	Contact Person: Rhonda Schmidt
Address: 70 West Hedding, 8th Floor, East Wing	Telephone Number: 408-299-5867
City, State, Zip: Santa Clara, CA 95110	E-mail Address: Rhonda.schmidt@esa.sccgov.org
Services Provided / Date(s) of Service: Health Care FSA, Dependent Care FSA, COBRA // 2016-Present	

Company Name: State of Washington	Contact Person: Renee Bourbeau
Address: 626 8th Ave SE, MB 42684	Telephone Number: 360-725-0823
City, State, Zip: Olympia, WA 98504	E-mail Address: renee.bourbeau@hca.wa.gov
Services Provided / Date(s) of Service: Health Care FSA, Dependent Care FSA, Limited Health FSA, COBRA //2014-Present	

Key Personnel

The City/County will be assigned a dedicated account management team based out of our main headquarters in Renton, Washington. The team will consist of an account executive, relationship manager, and account associate. The account executive maintains overall responsibility of the County's contract and the account team.

The relationship manager is the day-to-day contact for all FSA and commuter related matters (eligibility, compliance, billing, participant issues, etc...). The relationship manager reports to both their department manager and to the account executive.

The relationship manager works directly with the account executive during the implementation phase and is responsible for the internal set up of the City/County's account in our systems, file testing, banking set-up, and drafting all forms and documents.

The following individuals are assigned to the team:

Name	Role/Title	Years (Industry/Navia)
Stefan Knipp	Director of Sales	7/5
Kia Watson		3/3
Shelby Davis	Implementation Manager	7/4

Stefan Knipp: 425-452-3508, sknipp@naviabenefits.com

Stefan is a member of our business development and sales team. He has served various roles within Navia from implementation to account management and has been involved with all operational aspects of Navia and development of our services. He has served as the program manager for the successful implementation and rollout of our commuter platform, COBRA services, mobile app and wellness benefits. Stefan will serve as the account executive and contract manager for the City/County. As the account executive, he maintains overall responsibility for the account and all members of the account management team will report to him. He will also work with Lyndsey on the internal implementation. Stefan personally manages no more than 10 clients.

Kia Watson: 425-452-3435, kwatson@naviabenefits.com

Kia first started as a customer service agent and showed great confidence and maturity and was quickly promoted to our EDR team and then to an account associate. As an account associate she managed a small book of clients and was then promoted to relationship manager where she handles some of our large public and private sector clients as the sole account manager. Her current clients include University of Washington, Washington State, and Seattle University. Kia also has extensive experience with file uploads for eligibility and payroll deduction reporting as a member of our EDR team. She will work on all the customized forms and documents, internal set up in our processing system, and the file testing for all data files. Kia manages 15 clients.

Shelby Davis: 425-452-3428, sdavis@naviabenefits.com

Shelby will serve on the Implementation Team for the City/County. As the Implementation Manager, she will be the day-to-day contact for the City/County representatives and manages the day-to-day implementation of the plans during setup. Shelby first started as a customer service agent and showed great confidence and maturity and was quickly promoted to our Employer Services Team as an Account Associate, Account Manager, and now Implementation Manager.

As an Account Associate she managed a small book of clients and was then promoted to an Account Manager where she handles some of our large public and private sector clients as the sole Account Manager. Her former clients include, Archdiocese of Seattle, State of Washington, NIIT Technologies, and Stitch Fix.

Participant Service Team

Navia takes great pride in our customer service team. Our customer service department for the City/County is based in Renton, WA and has over 50 representatives. Every representative has a personal email address, phone number and fax number so that your participants can call or email our representatives directly if they would like to. We also have a general toll-free number that participants can call. Furthermore, if one of our representatives ever issues a denial for a claim, they will include their individual contact information on the claim denial. This allows the City/County's participants to contact our representatives directly to work through the denial on a consultative basis. No other TPA can make that claim.

PERFORMANCE GUARANTEES

We stand by our services and our word and are willing to put our fees on the line through aggressive performance guarantees. To date, we have never failed to meet a performance guarantee for any of our clients. These are our suggested performance guarantees and we are willing to work with the City/County to design additional/replacement guarantees.

The proposed performance guarantees place up to 21% of fees at risk for year 1 and 12% of fees at risk for each subsequent year.

Plan Implementation (First Year Only)

Standard	Guarantee	Amount	Measurement(s)
Timeline	Vendor will provide and maintain a detailed timeline of implementation activities and “key” deliverable dates throughout the implementation process as requested.	3%	Timeline
Systems	<p>Systems will be ready in advance as follows:</p> <ul style="list-style-type: none"> System ready for testing 45 days prior to plan effective date and ready for live claims on effective date. Ready to answer pre-enrollment calls by start of open enrollment and at least 60 days prior to 1st plan renewal date. <p>Eligibility system loaded and operational prior to effective date.</p>	3%	<p>The date plan structure, on-line benefit tools and systems are ready</p> <p>Customer Service readiness for member inquiries throughout the Annual Enrollment period to the effective date</p> <p>Participation in annual enrollment events, as requested by the client</p>
Debit Cards	<ul style="list-style-type: none"> 100% of debit cards mailed at least 10 business days prior to plan year start date. 	3%	Date debit cards are mailed

Ongoing Performance Guarantees (Years 2-5)

Standard	Guarantee	Amount	Measurement
CUSTOMER SERVICE			
Average Speed to Answer (ASA)	95% of all member service calls will be answered within 30 seconds	3%	Semi-Annual Reports
Standard (continued)	Guarantee	Amount	Measurement
Call Abandon Rate	The call abandonment rate will be less than 5%	3%	Semi-Annual Reports

Open Inquiries (Closure Times)	95% of all open inquiries (callback, claim adjustment, etc.) placed by plan participants and providers to the service facility completely resolved within 5 business days	3%	Semi-Annual Reports
Resolution or Response to Written Complaints / Appeals	98% of all formal complaints and appeals resolved within 30 calendar days	3%	Semi-Annual Reports

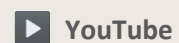


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sales@Naviabenefits.com

Join the Navia Community





FSA Administration Overview

Prepared by Navia Benefit Solutions

www.Naviabenefits.com

(425) 452-3500



Employers Council
on Flexible Compensation

Executive Board Member since 2009



NAVIA BENEFIT SOLUTIONS

Navia Benefit Solutions (Navia) was founded in 1990 by Jim and Stan Aitken. What began as a third-party administration firm for flexible spending accounts (FSA's) has since grown to be considered one of the premier administrators on the West Coast with a national reach across all 50 states. Our administration has expanded to include the full scope of tax advantaged plans including HRAs, Transportation plans and HSAs as well as employer level services like consolidated billing, COBRA and nondiscrimination testing for group plans.

We have achieved success by offering the highest level of customer service, administration and expertise to every business partner and participant.

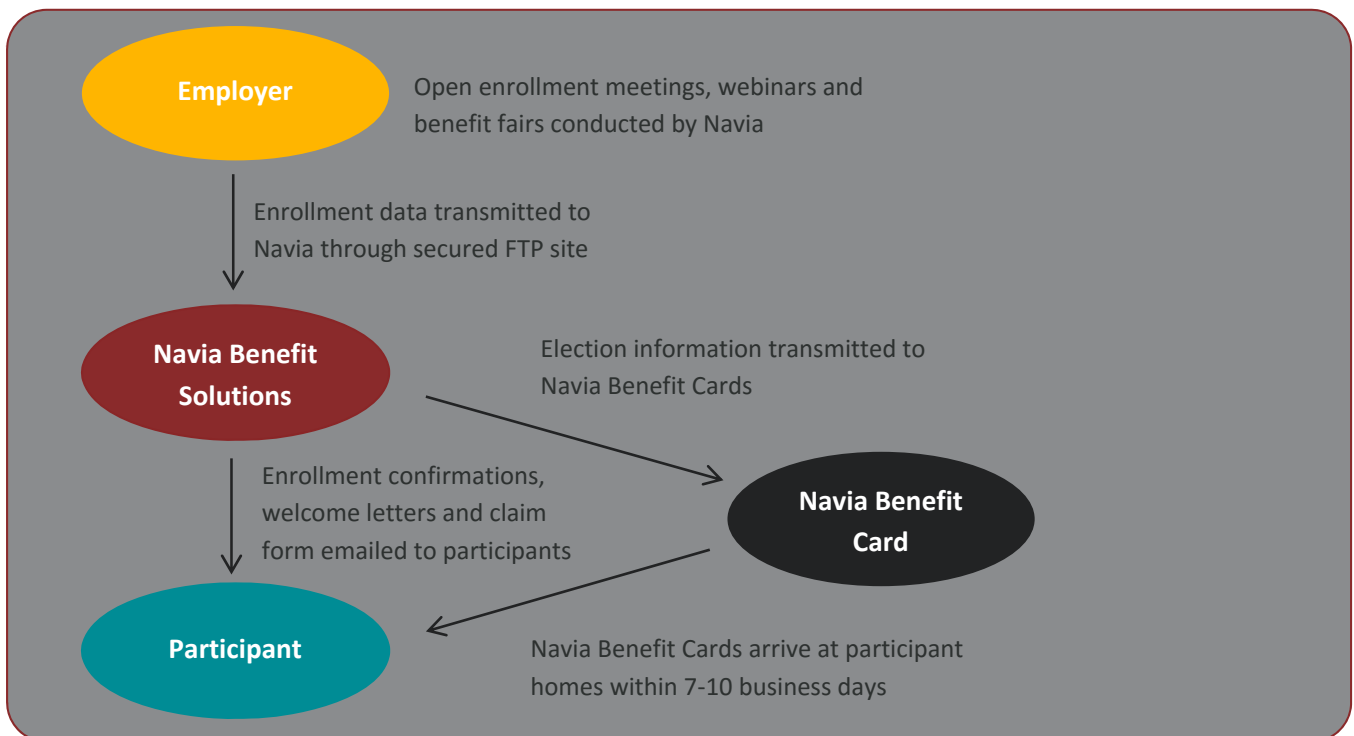
FSA METHOD OF PERFORMANCE

The following is a proposed outline of how Navia Benefit Solutions (Navia) administers various aspects of our FSA services. Each section contains a detailed explanation of the process/area along with a visual flow chart showing the relationship of the parties and work involved.

Implementation / Open Enrollment

The Account Executive is the primary contact for implementation and will assist the client in completing the online group application to establish services with Navia. The online group application typically takes 15-25 minutes to complete and establishes the legal terms and administrative specifications for the plan.

Once the plan application is complete and submitted, all plan communication, documents and open enrollment materials are created and emailed to the client.



The open enrollment materials are customized for the client and contain information about the health and day care FSAs, eligible expenses, the FSA debit card and general FSA guidelines. Our standard materials can be stand alone or incorporated as part of a larger benefit communication.

Open enrollment information is transmitted to Navia through paper enrollments or an upload file. Navia provides our clients with a secured FTP site to transmit and receive plan data. Paper enrollments are processed within 3-5 days of receipt and stored electronically. The enrollment file is checked for validity by a member of our EDI team prior to upload. Once uploaded, enrollment confirmations are sent to participants and Navia Benefit Cards are distributed.



Distinguished Service Feature
Webinars

Navia can establish a webinar or teleconference schedule for the client during open enrollment. This additional platform lets employees attend an educational webinar on their own schedule and helps increase awareness and participation. Each webinar is approximately 20 minutes long with a Q & A session to follow. Our experience is that adding a webinar has increased employee participation and helps with the transition between different TPAs.

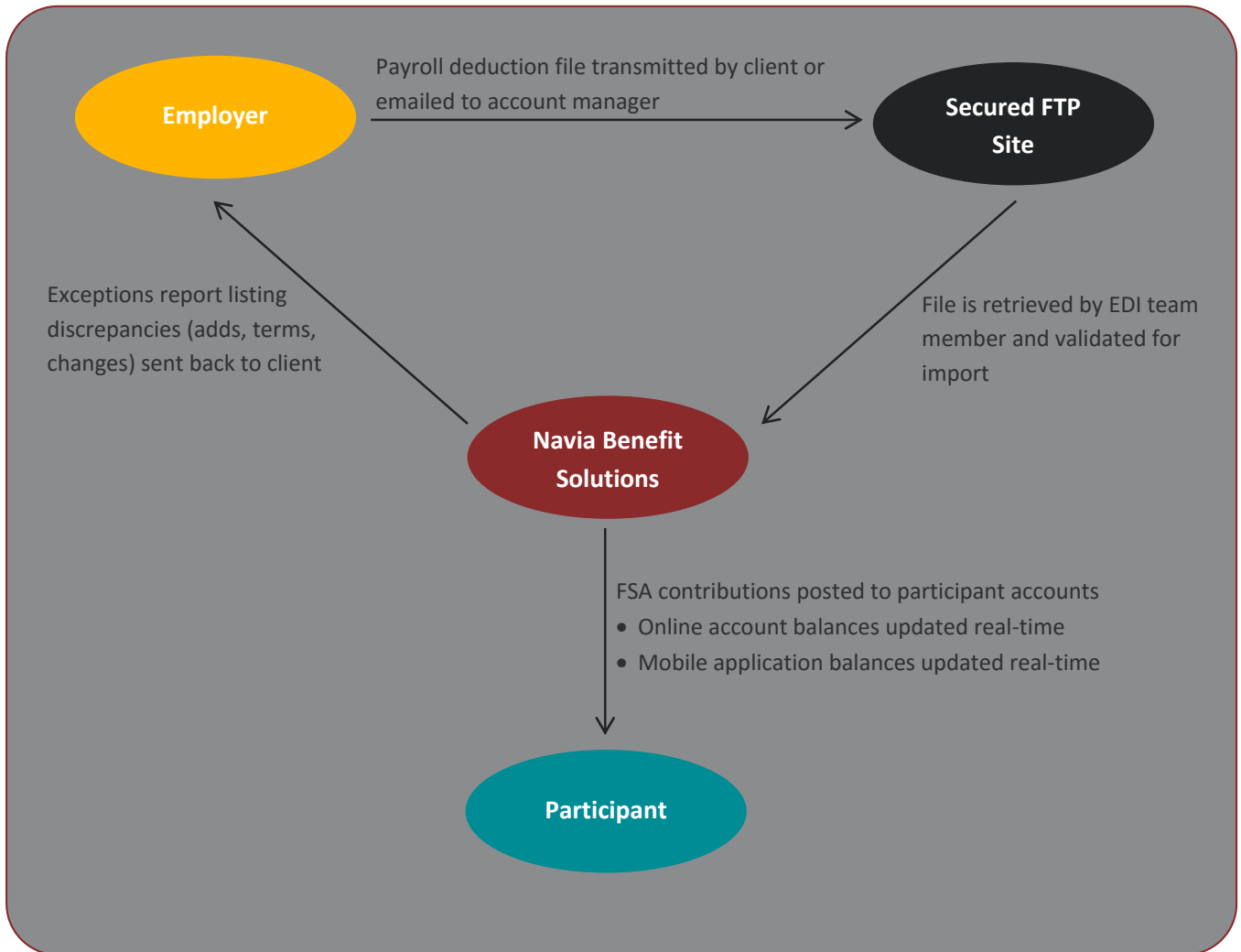
Service Option Recap

The following service options are included in the client's quote.

- Enrollment meetings
- Benefit fairs
- Webinars / Teleconference
- Hard copy enrollment form processing
- Enrollment file processing
- Online enrollment through Navia
- Custom enrollment materials
- Navia Benefits Card (debit card)
- Enrollment confirmations (mail and email)

Eligibility

The preferred method of transmitting FSA eligibility is through an electronic file sent by the client to Navia on a per pay date basis. Navia will provide the file specifications during the implementation process and a dedicated team member from our EDI team will work with the client to establish the file testing and transmission schedule.



The EDI contact will create your secured FTP site and transmit your unique URL and logon credentials during the implementation process. In addition to the FTP site, Navia can accept password-protected files or key encrypted files via email. Once the eligibility file is received, it is validated and imported into our systems. The participant's FSA is updated real-time to reflect the additional contribution.

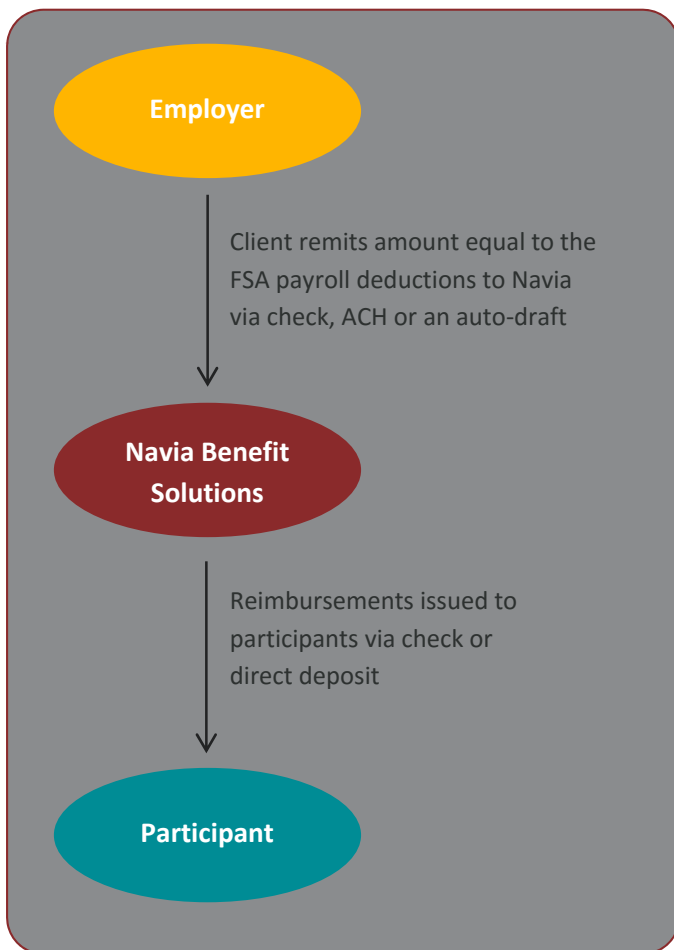
An exceptions file is automatically created and sent back to the client through the FTP site or via email. The exceptions file highlights any records that were changed, omitted, added or terminated by the file.

Plan Funding

Navia offers clients two options to fund their FSA plan. The plan can be funded through a Contributions method or through a Disbursements method of accounting.

Option #1 - Contribution Funding

In a *Contributions* method of plan funding, the client remits an amount equal to payroll deductions to Navia on a per pay date basis. The funds can be sent via check, an ACH or auto-drafted from the client's designated bank account. Neither option affects the timeliness of participant reimbursements. The burden of plan bookkeeping is on Navia and claims are reimbursed regardless of the physical funds held by Navia. Navia will reconcile the plan funds on a per pay date basis to ensure proper accounting.

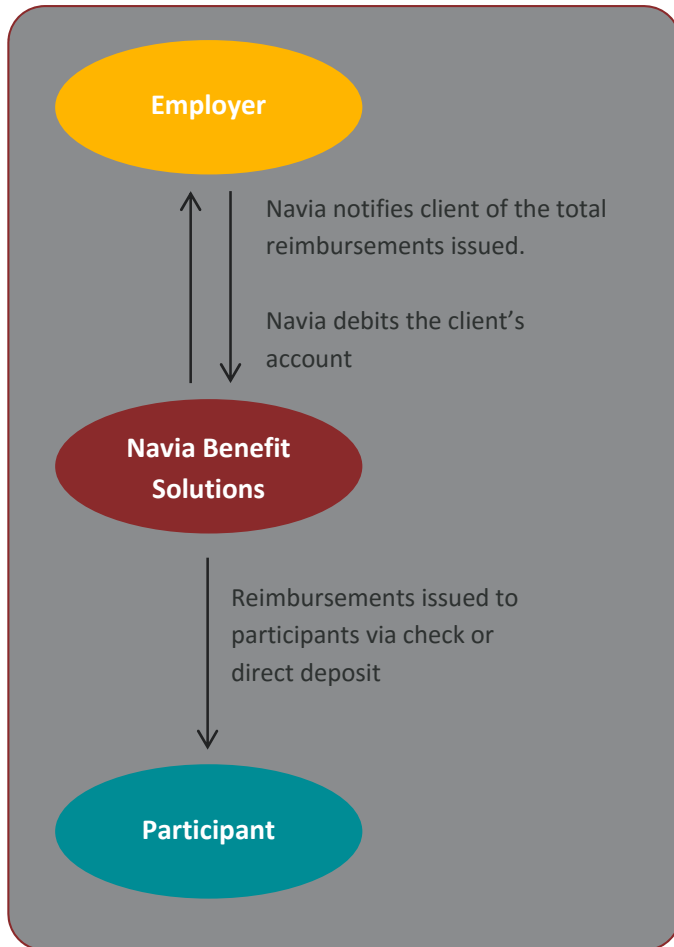


Debit Card

With Contribution funding, there are additional banking requirements tied to offering the debit card. The client is required to have a deposit on file with Navia in the amount of 5%-10% of total elections. The collateral account does not have any fees and is a non-interest bearing account.

Option #2 - Disbursement Funding

In a Disbursement method of plan funding, the client will reimburse Navia for the claims paid out on each reimbursement date. A check register itemizing all of the reimbursements issued (amounts, method, account, etc.) is posted to the online employer account and an email notification is sent to the client's contacts with a convenient link to the online report. The reimbursements are issued in advance of the funding being received by the client. The client will remit funds to Navia via direct debit. Navia debits the client's designated account for the amount of reimbursements issued two (2) business days after the reimbursement date.



Debit Card

With Disbursement funding, there are additional banking requirements tied to offering the debit card. The client is required to have a deposit on file with Navia in the amount of 5%-10% of total elections. The collateral account does not have any fees and is a non-interest bearing account.

Distinguished Service Feature

Contribution Funding

Contribution funding puts the burden of bookkeeping on Navia and not on the client. It is a boutique approach to plan funding that only a few TPAs offer. The client remits a set amount to Navia on each pay date and Navia pays out claims regardless of the physical balance held. Over 85% of Navia clients use *Contribution* funding and we have a 100% track record for plan accounting and year-end reconciliation of funds.

Service Option Recap

The following service options are included.

Contribution funding

- Transfer of funds through auto-draft or ACH
- 5 - 10% deposit for debit card

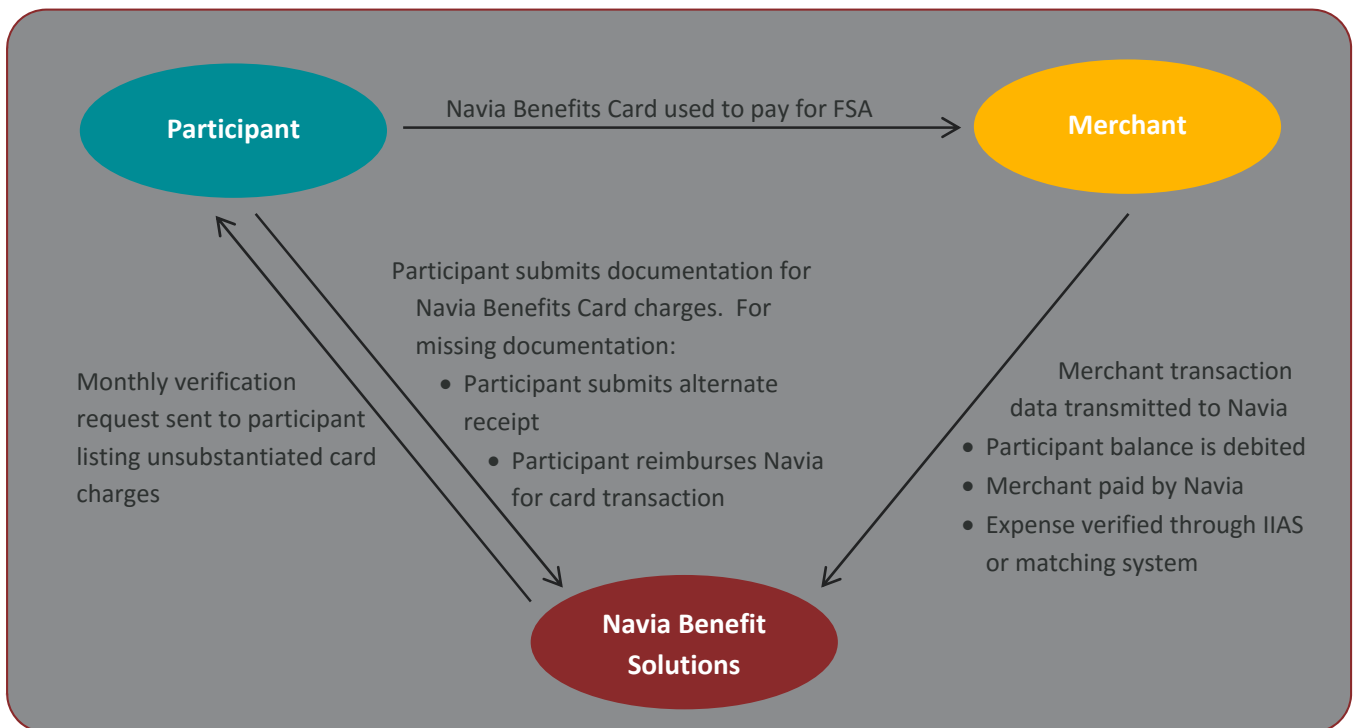
Disbursement funding

- Transfer of funds through auto-draft or ACH
- 5 - 10% deposit for debit card

FSA Debit Card (Navia Benefits Card)

Navia Benefit Solutions offers every client access to the Navia Benefits Card for use with the FSA plan. The card works at authorized merchants who provide FSA eligible services by using a pre-approved list of authorized merchant category codes (MCC). Participants with debit cards may still submit manual claims and receive a check or direct deposit.

IRS guidelines require that the participant retain documentation for their purchases for expense verification purposes. Navia will send the participant a request for expense verification if there are any charges that require substantiation. The request itemizes any unverified card transactions by date, amount and merchant description. Card transactions that were verified through copayment, recurring expense or IIAS matching do not appear on the verification requests.



Navia uses the following methods for auto-adjudication of card transactions:

Method #1 – Copayment Matching

Card transactions that match one of the copayment amounts under the group medical plan are automatically cleared by NAVIA and do not require substantiation. The copayment amounts are gathered during implementation.

Method #2 – IIAS Matching

Card transactions at IIAS-approved merchants do not require substantiation. IIAS is an industry standard that transmits an expense's FSA eligibility along with the card transaction amount. Retail merchants are required to use an IIAS system in order to accept an FSA debit card.

Method #3 – Recurring Expense Matching

Card transactions matching a previously approved transaction (amount and provider) do not require substantiation.

If the first request for verification is ignored, a second request is sent followed by a final request. If the final request is ignored, the card is suspended from further use until the participant rectifies the charge. Each request contains submission instructions and participant options for lost documentation.

Our advancements in the debit card program resulted in a 93% automatic expense substantiation rate and a less than 1% card suspension rate.

LOST DOCUMENTATION/INELIGIBLE CARD TRANSACTION

If the Navia Benefits Card is suspended, the participant may do any of the following to reactive their card.

1. **Claim Off-Set.** The participant may submit the documentation for a non-debit card expense in lieu of the card transaction documentation. The non-card expense will off-set any pending card documentation and reactivate the card. If the off-set amount is larger than the pending card transaction, then the difference is processed as a manual claim and a reimbursement is issued.
2. **Plan Reimbursement.** The participant may reimburse the plan administrator for the amount of the card transaction. The reimbursement is deposited back into their FSA and the card transaction is removed from their account.
3. **Resubmitting Original Documentation.** If the original documentation is found, it can still be submitted to clear the pending card transaction. If a claim off-set was used, then the claim off-set amount is reprocessed as a manual claim and a reimbursement is issued.



Traditional FSA debit card plans have a 75-85% auto-substantiation rate for card transactions. The remaining 15-25% of card transactions that cannot be auto-substantiated are typically for dental, vision, deductible or coinsurance expenses. FlexConnect is a cutting-edge solution that bridges this gap and results in 95-98% auto-substantiation rates.

Service Option Recap

The following service options are included.

- Copayment matching
- IIAS matching
- Recurring expense matching
- FlexConnect
- Claims off-set
- Plan reimbursements

Reports

Navia Benefit Solutions will provide the client with two (2) standard reports on each reimbursement date, a check register report and YTD report. These reports are created after each reimbursement cycle and posted to the employer online account. Each report is password-protected. An email is generated and sent to the client's plan contacts with a convenient link to the online report.

Report #1 – Check Register

The check register report is an itemized listing of all the reimbursements issued that day by participant, amount, method and benefit. This is a static report that is posted to the employer online account. The client's contacts have access to the full history of all check register reports for all active plan years.

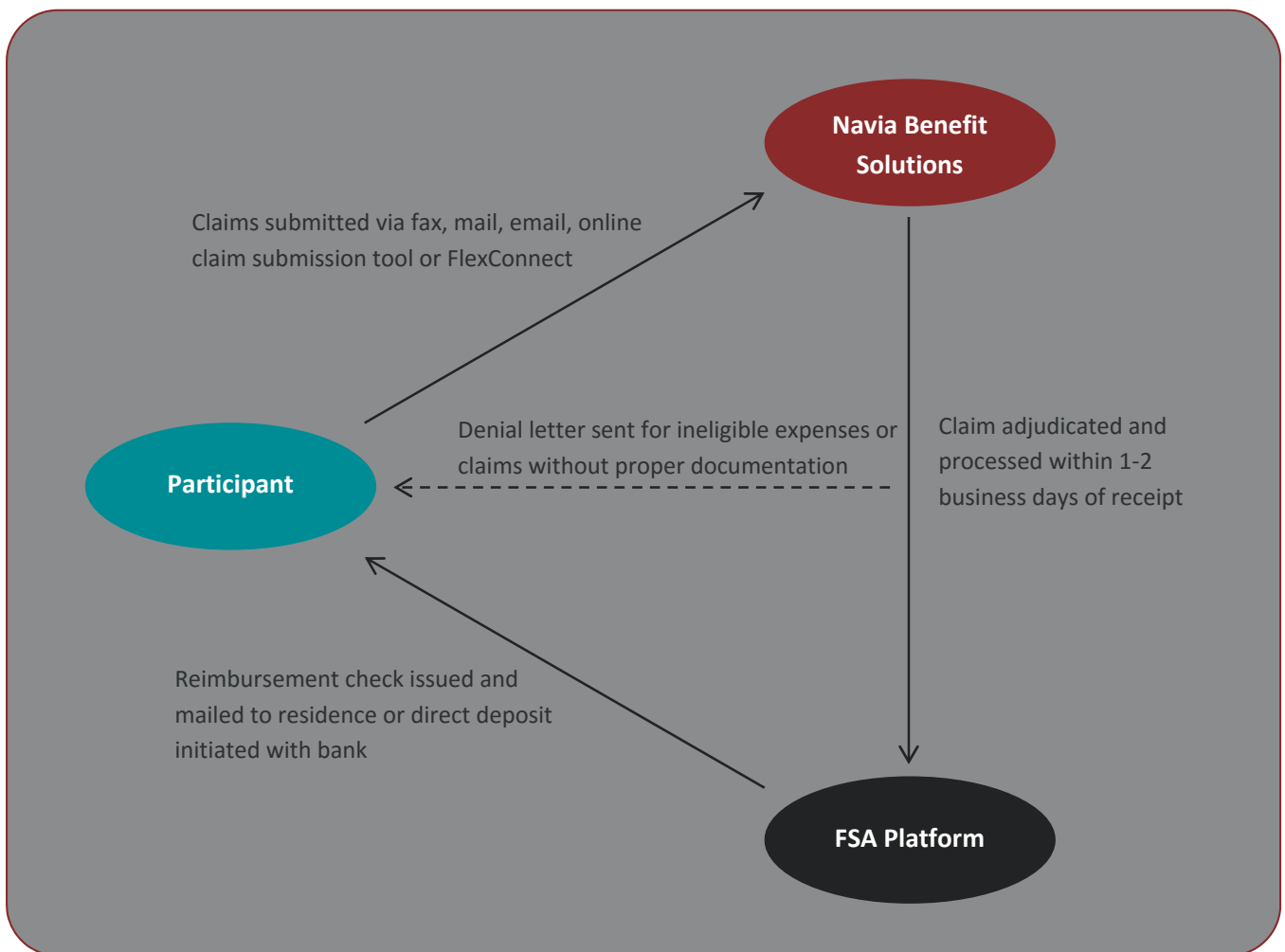
Report #2 – Year-To-Date (YTD)

The YTD report is an accurate report of all the participant YTD balances. This report is posted to the online account, but can also be dynamically generated through the employer online account access.

Navia can also provide ad hoc reporting to clients. Any ad hoc report would be generated by the dedicated account manager and sent to the client's plan contacts on a set cycle or as needed.

Claims & Reimbursements

Participants may submit claims via email, mobile app, online, mail or toll-free fax. All claims are processed within 1-2 business days of receipt and are pending for reimbursement until the next scheduled reimbursement date. Each claim is tracked through the entire claims lifecycle from receipt, adjudication, processing and storage using document management software. Claims are adjudicated for the proper date, cost and type of service before being entered into the FSA platform. A denial letter is generated and sent to the participant for any claim that is ineligible or missing documentation. The denial letter clearly indicates the reason for denial and the corrective action needed to reprocess the claim. Each denial is stamped with the claims processors' credentials for accountability and customer service.

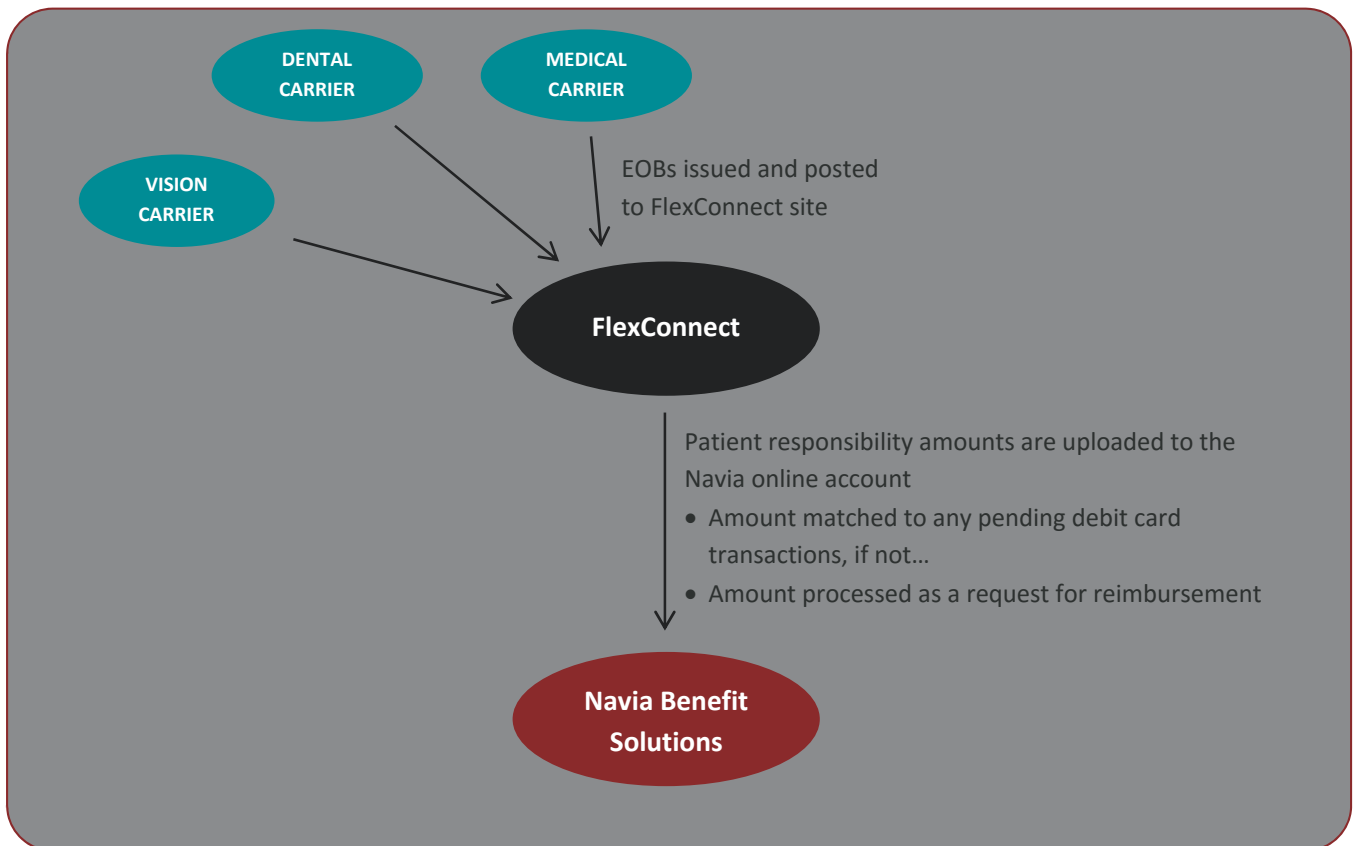


The scheduled reimbursement cycle is set by the client. Participant reimbursements are issued via check (default) to the participant's home or direct deposit. All checks are mailed the same day as issued from our Bellevue, WA office. Direct deposits are transmitted to the bank on the scheduled reimbursement date. The reimbursements are issued regardless of any advance funding from the client.

FlexConnect

Navia offers our participants the ability to submit carrier EOB data directly to Navia through a FlexConnect account. FlexConnect is a health care consolidator allowing employees to link their various insurance accounts together under one Web site. This allows employees to view all of their EOBs in one central location.

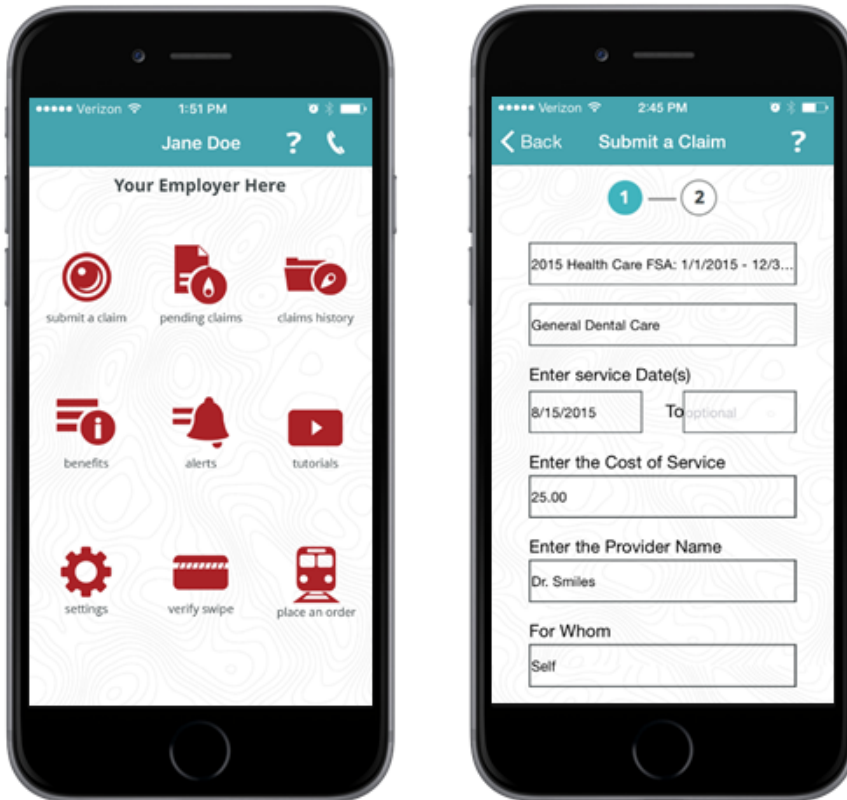
Our FlexConnect system lets participants link their online insurance accounts to their online FSA account. As an EOB is generated by a carrier, the EOB will be downloaded automatically to the FlexConnect site and the patient responsibility amount is uploaded as an online claim to their Navia online account. The online claim is matched against any outstanding debit card charges before being uploaded as a claim for reimbursement.



The partnership with FlexConnect has resulted in a 95-98% auto-adjudication rate for debit card transactions as well as a drastic improvement in the overall participant satisfaction with the FSA plan.

Mobile Application

Navia Benefit Solutions is pleased to announce that the client's employees will have access to a mobile application that gives them full access to their FSA on the go. The mobile application is available on both the iPhone and Android platforms.



Users will have full account access to perform the following tasks:

- Submit claims
- View account balances
- Verify outstanding Navia Benefits Card charges
- Receive alerts
- View claim denials
- Access FSA educational materials



www.naviabenefits.com

(800) 669-3539

sales@naviabenefits.com



GoNavia Commuter Benefit Administration

Prepared by Navia Benefit Solutions

www.naviabenefits.com

(425) 452-3500



Employers Council
on Flexible Compensation

Executive Board Member since 2009



NAVIA BENEFIT SOLUTIONS

Navia Benefit Solutions (Navia) was founded in 1990 by Jim and Stan Aitken. What began as a third-party administration firm for flexible spending accounts (FSA's) has since grown to be considered one of the premier administrators on the West Coast with a national reach across all 50 states. Our administration has expanded to include the full scope of tax advantaged plans including HRAs, Commuter benefits, and HSAs as well as employer level services like consolidated billing and COBRA administration.

We have achieved success by offering the highest level of customer service, administration and expertise to every business partner and participant.

ADMINISTRATIVE OVERVIEW

The following outlines Navia Benefit Solutions' administration process for our client's IRS Section 132 plan using our GoNavia commuter program. The "Administrative Snapshot" section shows a quick overview of plan administration and the participant highlights of the benefit. Each section thereafter contains a detailed explanation of the process/area along with a visual flow chart showing the relationship of the parties and work involved.

Administrative Snapshot

- Navia receives a census file from the employer that includes all benefit eligible employees.
- The file is uploaded and emails are sent to employees with details about the benefit and instructions detailing how to register on the Navia website and place their commuter benefit order.
- Employees that want to participate will place orders on Navia's website between the 1st and the 20th of the month prior to the benefit month. (ex. December 1st - 20th for the January benefit order)
- Once the ordering platform closes at midnight on the 20th, Navia sends a Payroll Deduction Report (PDR) to the employer showing individual order amounts. This report also acts as a notification of the total that Navia will be ACH debiting from the employer's designated bank account.
- Navia loads the order amounts onto the participant's Navia Benefits Cards. The participants then use the Navia Benefits Card to pay for their work-related parking or transit expenses (load transit passes, etc.). The card is a MasterCard and works the same as a personal card to pay for their transit or parking expenses.
- The employer then uses the PDR to apply deductions to payroll.

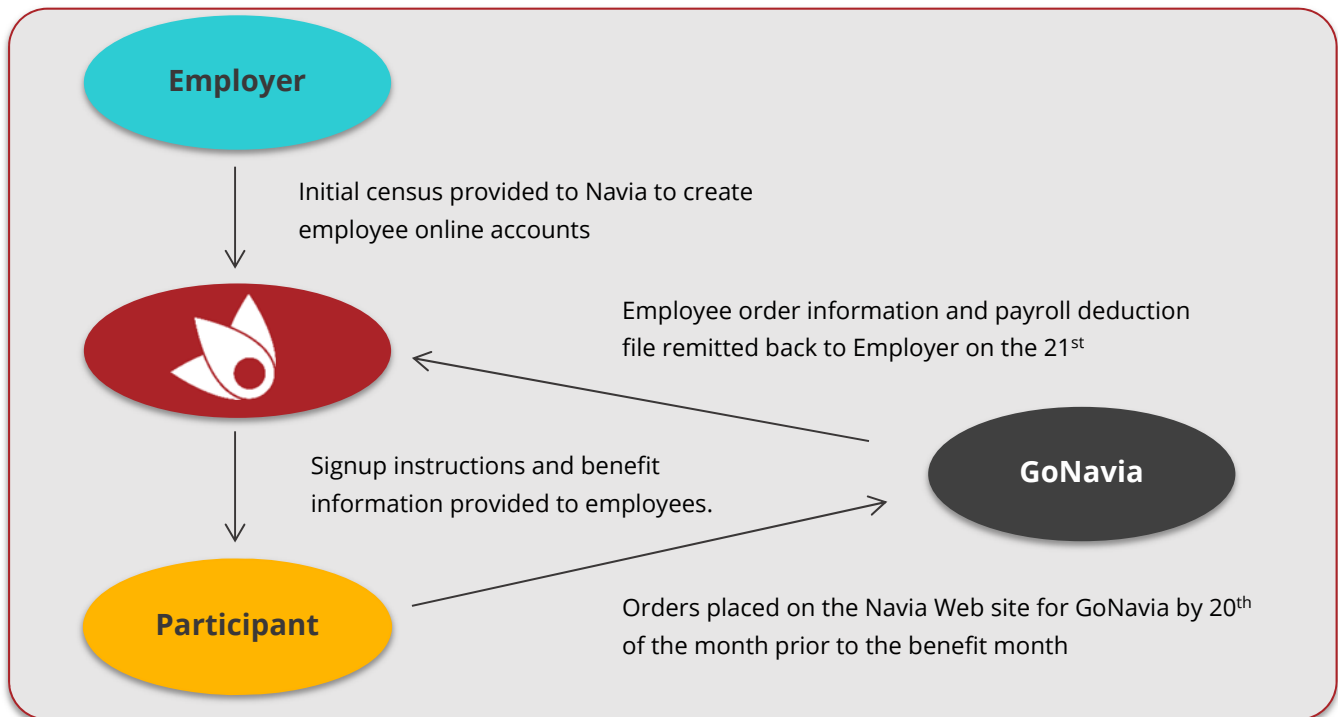


Participant Highlights

- Participants can change their order monthly, allowing total benefit flexibility.
- Recurring orders capabilities. Order once on the Navia site and you're set!
- Unused amounts roll over from month-to-month and do not expire until employee termination.
- Direct Pay option for Vanpool and Parking at cash-only locations
- Optional bicycle benefit for employees who primarily ride their bicycle to work.
- Ride option flexibility including UberPOOL and Lyft Line.

Implementation / Enrollment

A member of our implementation team will assist you in completing the online group application to establish services with Navia. The application typically takes 5-10 minutes to complete and establishes the legal terms and administrative specifications for the plan. Once the plan application is complete and submitted, all communication pieces, plan documents and enrollment instructions are created and emailed to you.

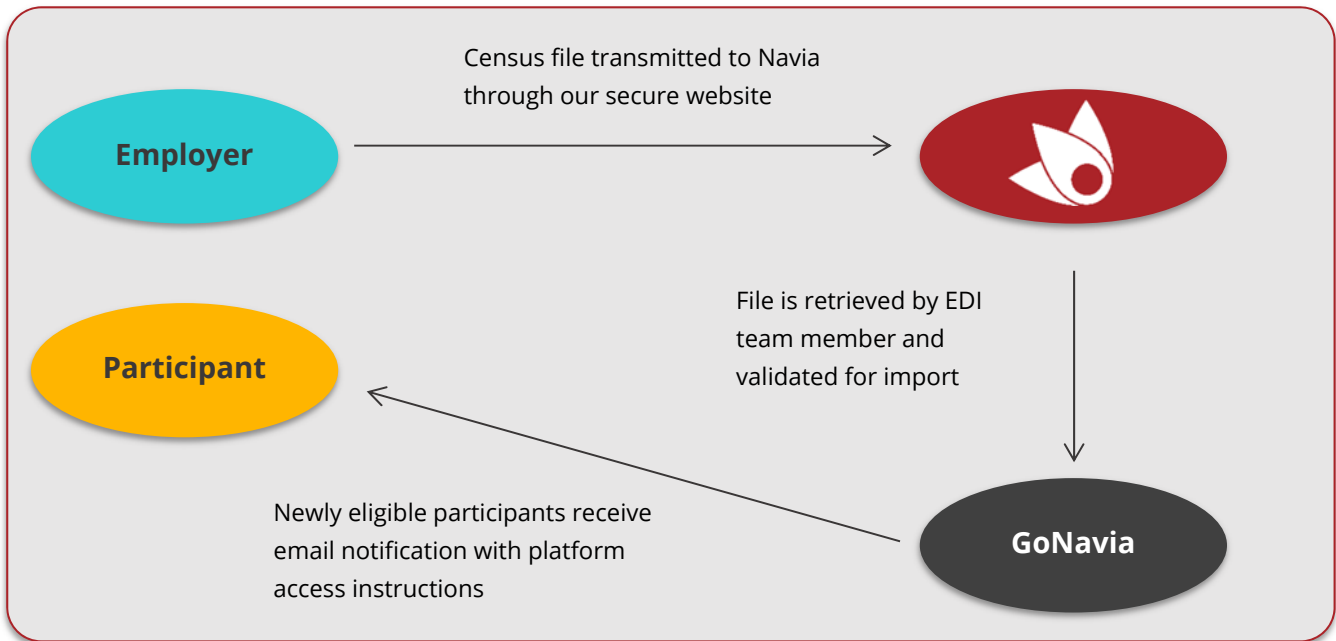


Employees access the GoNavia program through their Navia online account. Purchases for commuter benefits can be one-time orders for an upcoming month or recurring orders for multiple months. The deadline to place an order is at 11:59 pm, PT on the 20th of every month and orders placed by the deadline are guaranteed for the start of the following month. Employees will receive email notifications when their order is fulfilled and reminder emails in advance of recurring orders.

There is no open enrollment period for the GoNavia benefit. It is a retail commuter benefit for employees to use at any time. Navia can establish webinars or teleconferences for clients to communicate this benefit to employees. Each webinar is approximately 20 minutes long with an ordering demo and Q & A session to follow. Webinars increase employee participation and help smooth the transition from the prior TPA and introduce the benefit.

Eligibility / Reporting

GoNavia eligibility is maintained through an employee census file transmitted to Navia on a monthly basis. The file should be transmitted by the 5th of each month to allow for proper upload time before the deadline on the 20th. It should be a change only census to capture new hires and terminated employees. File and report transmissions will be completed through our secure upload tool through the portal on our Web site.

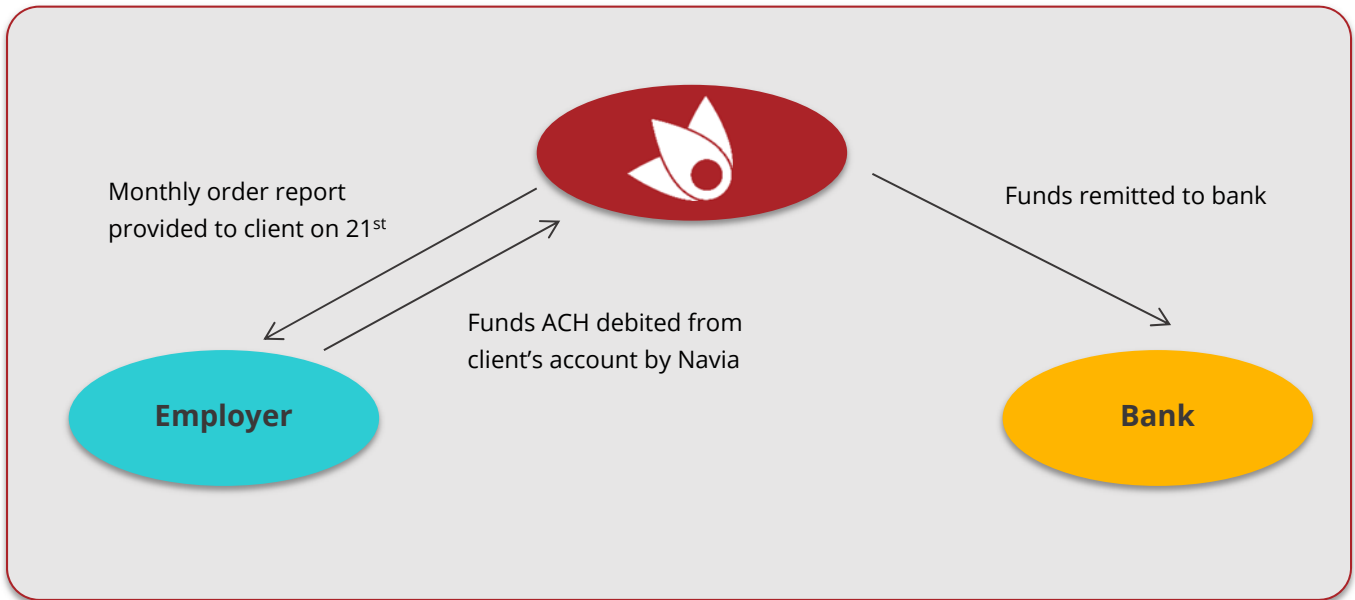


On or about the 21st of each month the employer will receive an initial payroll deduction report from Navia. This report details individual employee orders and the total orders for the upcoming month.

Plan Funding

The GoNavia commuter program is funded based on the monthly payroll deduction report (PDR) sent on the 21st of the month. Navia will initiate an auto-debit from a client owned bank account two (2) business days after the report is received.

The funds debited from the client are then transmitted to the bank to ensure orders are fulfilled in a timely fashion.



Products

The GoNavia Commuter benefit uses a Navia Benefits Debit MasterCard® that can hold separate funds for both transit and parking benefits. The program is fully compliant with all the IRS regulations concerning transit benefits because it will only work at transit provider machines and Web sites. It will not work at merchants who provide other services in addition to transit products. Employees can use their GoNavia benefit to do the following:

- Make purchases on a transit agency's Web site
- Make purchases on a regional smart card site (e.g. ORCA, Clipper)
- Rideshare Partners: Pay for work-related UberPOOL and Lyft Line expenses!
- Pay for daily parking
- Pay for their monthly parking
- Receive a direct reimbursement for their parking costs at a cash lot
- Receive a direct payment to comply with optional bike component



www.naviabenefits.com

(800) 669-3539

sales@naviabenefits.com



Sample Letters, Statements and Notifications

This document contains samples of our system generated letters, notifications, and account statements. Some of these documents are auto-generated by our FSA system according to a set schedule, triggered event, or based on participant activity. Included are the following documents:

- **Enrollment Confirmation Email**
This email is sent to the participant once their enrollment has been processed in our system. The Email contains a password-protected Confirmation of Enrollment Statement that details the name, address, election, important dates and instructions on how to register their online account.
- **Confirmation of Enrollment Statement**
This is the above-mentioned attachment that lets the participant know what data we have in our systems based on their enrollment.
- **Statement of Benefits Email**
This is the quarterly generated email to participants letting them know that their official account statement is available to view through their online account. The statements are generated at the end of the 3rd, 6th, 9th and 11th month of the plan year.
- **Notice of Benefit Activity for Claims Processing**
An email notification sent to participants once a submitted claim has been processed by a member of our customer service team. There is a corresponding notification send when a reimbursement has been issued by Navia as well.
- **Notice of Benefit Activity for Reimbursement**
An email notification sent to participants once a reimbursement has been issued for an approved claim.
- **Notification of Claim Denial**
An email notification sent to participants when any portion of a claim cannot be processed. The denial letter itself is posted to the online account for security and privacy reasons.
- **Denial Letter**
A sample of the denial letter sent to participants explaining why a portion of the claim could not be processed. The denial shows the total claim amount, the amount approved, and the amount denied. The denial also has the direct contact information for the customer service agent that processed the claim. The participant can communicate directly with the claim processor for resubmission of the claim.
- **Notification of Completed Debit Card Substantiation**
An email notification sent to the participant when a debit card claim substantiation is approved.

Enrollment Confirmation Email

From: notification@naviabenefits.com[<mailto:notification@naviabenefits.com>]

Sent: Friday, January 1, 2016 3:19 PM

To: tony.stark@abccompany.com

Subject: Welcome to Navia Benefits

Welcome to Navia!

Congratulations on your enrollment in the Flexible Spending Arrangement! This email is to confirm that your enrollment information has been successfully received and processed.

Navia is here to make sure that you get the most out of this valuable benefit. We've outlined some of the administrative details of how your plan works, along with your plan year election, in the attached password-protected document titled 'Confirmation Letter'. Please take the time to review this letter to make sure your name, address and election information is accurate.

The password to open the Confirmation Letter uses a combination of the *first four letters of your last name ALL UPPER CASE and your zip code (for example, FLEX98888)*. If your last name is less than four letters, enter your full last name and zip code.

Your plan documents are available on our website, which you may access by clicking [here](#) and logging in. First time users will click the [Register](#) button in the top right corner of the page.

To register for online account access, you will be requested to provide the following information:

- Last Name, First Initial
- E-mail Address
- Employer Code: **ABC**
- Last four digits of your social security number/employeeID
- Date of Birth
- Choose a User Name
- Answer three security questions

Do not forget to review and accept the 'Terms and Conditions'. After clicking 'Submit' for online access, you will receive an email confirmation with a temporary link to set your password and complete your registration.

Please do not reply to this email. If you have general questions regarding your Flexible Spending Arrangement, please contact us.

We look forward to serving you in the coming months.

Thank you!

Navia Benefit Solutions



Local: 425-452-3500

Toll Free: 1-800-669-3539

www.naviabenefits.com

Navia Benefit Solutions

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Enrollment Confirmation Statement



January 1, 2016

ABC COMPANY Flexible Spending Arrangement

To: Stark, Tony
11400 SE 6th St
Ste 125
Bellevue, WA 98004

Welcome to Navia Benefit Solutions! Your enrollment confirmation is outlined below along with other important plan details to help you navigate your benefits.

Health Care FSA

Plan Year Election: \$2,550.00
Effective Date: 1/1/2016
Last Day to Incur Expenses: 12/31/2016
Last Day to Submit Expenses: 3/31/2017

Day Care FSA

Plan Year Election: \$5,000.00
Effective Date: 1/1/2016
Last Day to Incur Expenses: 12/31/2016
Last Day to Submit Expenses: 3/31/2017

If this information is incorrect, please contact your Human Resources or Payroll Department as soon as possible. No action is required if all information is correct.

The dates of service for your eligible expenses must be during the plan year, which is 1/1/2016 through 12/31/2016 and while you are an active participant in the plan. Any expenses incurred prior to your effective date or after your termination date cannot be reimbursed.

CLAIM SUBMISSION

You may submit claims for reimbursement using one of the following methods (use only one method per submission):

- MyNavia (mobile app for iPhone & Android)
- Online Claims Submission: log in to the participant portal
- Email: claims@naviabenefits.com
- Fax: (425) 451-7002 or toll-free (866) 535-9227
- Mail: Navia Benefit Solutions PO Box 53250 Bellevue, WA 98015
- FlexConnect Tool

Find a list of common [eligible expenses](#) online or use our [Recurring Claim Form](#) for expenses you incur again and again.

AVAILABILITY OF NOTICE OF PRIVACY PRACTICES

TEST DEMO COMPANY maintains a Notice of Privacy Practices that provides information to individuals whose protected health information will be used or maintained by the Flexible Benefits Plan. If you would like a copy of the Plan's Notice of Privacy Practices, please contact your Human Resources Department.

Please allow Navia at least two (2) full business days to process your request for reimbursement. All claims must be submitted prior to the end of the claim filing period. Upon claim submission and approval, reimbursements will be added back to your paychecks.

REGISTRATION

Plan information and claim forms are available to you online through www.naviabenefits.com. First time users will click 'Register' in the upper-right corner of the screen and select "I'm a participant." You will need your 3 character employer code, **ABC**, in order to register. Shortly after completing the online form you will receive an email confirmation to complete your registration.

Additional information and plan related forms can be obtained by contacting Navia Benefit Solutions.

We look forward to serving you!

Navia Benefit Solutions

Customer Service

Hours: Monday-Friday 5am-5pm Pacific Time

Phone: 800-669-3539 or 425-452-3500

Email: customerservice@naviabenefits.com

Website: www.naviabenefits.com

AVAILABILITY OF NOTICE OF PRIVACY PRACTICES

TEST DEMO COMPANY maintains a Notice of Privacy Practices that provides information to individuals whose protected health information will be used or maintained by the Flexible Benefits Plan. If you would like a copy of the Plan's Notice of Privacy Practices, please contact your Human Resources Department.

Statement of Benefits Email

From: notification@naviabenefits.com [<mailto:notification@naviabenefits.com>]

Sent: Friday, February 26, 2016 3:33 PM

To: tony.stark@abccompany.com

Subject: Statement of Benefits

A Statement of Benefits has been created for your Flexible Spending Arrangement through ABC Company, and is now available for your review on our [website](#). If you are not currently registered on our website, you may do so by clicking [here](#). Your company code, which you will need to complete the registration process, is **ABC**.

If you are not automatically directed to this document after logging in, scroll down to the 'My Benefits' section, click the 'Statements' link to the right of your current plan year, and click on the link corresponding to the date this notice was sent.

If you have any questions, please contact us directly and do not reply to this email. Our contact info can be found by clicking the 'Contact Us' link below.

Thank you,

Navia Benefit Solutions



Local: 425-452-3500

Toll Free: 1-800-669-3539

www.naviabenefits.com

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Notice of Benefit Activity for Claims Processing

From: notification@naviabenefits.com [<mailto:notification@naviabenefits.com>]

Sent: Friday, February 26, 2016 3:33 PM

To: tony.stark@abccompany.com

Subject: Navia Benefits Notice of Benefit Activity

Dear Navia participant,

This email is to notify you that a claim has been received and processed. For more information about the details of your claim, please access your [online account](#) or click <http://www.naviabenefits.com/contact> for contact information.

Did you know that you can set up Day Care FSA claims to recur? For more information, log on to our web site and under 'Tools,' click 'My Recurring Claims.' Please do not reply to this email.

Sincerely,

Navia Benefit Solutions



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Notice of Benefit Activity for Reimbursement

From: notification@naviabenefits.com [<mailto:notification@naviabenefits.com>]

Sent: Friday, February 26, 2016 3:33 PM

To: tony.stark@abccompany.com

Subject: Navia Benefits Notice of Benefit Activity

Dear Navia participant,

This email is to notify you that a claim reimbursement has been issued. For more information about the details of your disbursement, please access your [online account](#) or click <https://www.naviabenefits.com/contact> for contact information. Please do not reply to this email.

Sincerely,

Navia Benefit Solutions



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Notification of Claim Denial

From: notification@naviabenefits.com [<mailto:notification@naviabenefits.com>]

Sent: Friday, February 26, 2016 3:33 PM

To: tony.stark@abccompany.com

Subject: Request for Additional Information and/or Notice of Denial

Dear Navia participant,

A Request for Additional Information and/or Notice of Denial has been issued for your recent claim(s). This document is available for your review by accessing your [online account](#).

If you are not automatically directed to this document after logging in, go to 'My Benefits', open your benefit, and scroll to the bottom of the page where your account activity is shown. Click on the 'Request for More Info' link corresponding to the date this notice was sent.

Sincerely,

Navia Benefit Solutions



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Denial Letter

Batch # 1234567

2/3/2016

REQUEST FOR ADDITIONAL INFORMATION OR NOTICE OF ADVERSE DETERMINATION

This document serves as a request for additional information and/or a denial, in whole or in part, for the requested reimbursement as indicated below. Any requested information must be submitted within 45 days of your receipt of this notice. We presume you will receive this notice within five days of the date above. If we do not receive the requested information within the timeframe indicated that portion of your claim shall be considered denied.

To: Stark, Tony
11400 SE 6th Street
Ste 125
Bellevue, WA 98004

Employer: ABC COMPANY

Claimed amount \$200.00

We have approved \$0.00

We are denying \$200.00

Denied item(s):

Service date(s): 2/1/2016 Amount: \$200.00

Your claim did not include any supporting documentation. All claims submitted must be accompanied by documentation that shows the date, type, and cost of service incurred. Please resubmit your claim with documentation, such as an Explanation of Benefits from your insurance provider or a detailed statement from the service provider, showing the date, type, and cost of service corresponding to the amount being claimed.

Cody Cook
(425) 452-3473
ccook@naviabenefits.com

You have a right to appeal a denial by following the appeal procedures described below. This procedure is intended to provide a full and fair review of your claim.

LEVEL ONE BENEFIT DENIAL REVIEW TO NAVIA BENEFIT SOLUTIONS

You must request an appeal in writing within 180 days of the date you received notice of the denial of benefits. You may submit written comments, documents, records, and any other information relating to the claim. Upon written request and free of charge, you will be provided reasonable access to, and copies of, all documents, records, and other information relevant to the claim. This would include comments, documents, records, and other information that either was not submitted previously or was not considered in the initial benefit decision. The review of your appeal will give no deference to the initial decision. It will be conducted by the Navia Review Committee and not anyone involved in the initial denial decision.

You must file your appeal by submitting a written request by email, fax, or mail.

- Email all materials to claims@naviabenefits.com with "LEVEL ONE REQUEST FOR REVIEW OF BENEFIT DENIAL" in the subject line.
- Fax all materials to 425-452-7002 or 866-535-9227 with "LEVEL ONE REQUEST FOR REVIEW OF BENEFIT DENIAL" on the cover page.
- Mail all materials to Navia Benefit Solutions Level One Review, PO Box 53250, Bellevue, WA 98015

TIME PERIODS FOR APPEAL

You will be notified of the decision no later than 30 days after Navia receives your appeal. The Plan may extend this period by a reasonable time if necessary.

Please carefully review the above information. If you decide to appeal this denial by requesting a review as described above, your appeal should be sent within the prescribed time period to the person named above.

Failure to file a timely appeal will bar you from any further review of this benefit denial under these procedures or in a court of law.

LEVEL TWO BENEFIT DENIAL REVIEW TO THE EMPLOYER (FINAL APPEAL)

You must request an appeal in writing within 60 days of the date you received notice of the Level One Denial of Benefits. You may submit written comments, documents, records, and any other information relating to the claim. Upon written request and free of charge, you will be provided reasonable access to, and copies of, all documents, records, and other information relevant to the claim. The review of your level two appeal will take into account all comments, documents, records, and other information submitted that relates to the claim. This would include comments, documents, records, and other information that either was not submitted previously or was not considered in the initial benefit decision. The review of your appeal will give no deference to the initial decision. It will be conducted by the Employer's Review Committee and not anyone involved in the initial denial decision.

You must file your appeal by submitting a written request by email, fax, or mail.

- Email all materials to claims@naviabenefits.com with "LEVEL TWO REQUEST FOR REVIEW OF BENEFIT DENIAL" in the subject line.
- Fax all materials to 425-452-7002 or 866-535-9227 with "LEVEL TWO REQUEST FOR REVIEW OF BENEFIT DENIAL" on the cover page.
- Mail all materials to Navia Benefit Solutions Level Two Review, PO Box 53250, Bellevue, WA 98015

TIME PERIODS FOR APPEAL

You will be notified of the decision no later than 30 days after Navia receives your appeal and forwards the appeal to your employer. The Plan may extend this period by a reasonable time if necessary.

You have a right to bring a civil action under ERISA § 502(a) if applicable if you file a final appeal and your request for benefits is denied following review of the appeal.

Please carefully review the above information. If you decide to appeal this denial by requesting a review as described above, your appeal should be sent within the prescribed time period to the person named above.

Failure to file a timely appeal will bar you from any further review of this benefit denial under these procedures or in a court of law.

The above appeals process does not apply to Wellness Plan denials.

Navia Benefit Solutions
PO Box 53250, Bellevue, WA 98015-3250
Website portal.naviabenefits.com

Notice of Completed Debit Card Substantiation

From: notification@naviabenefits.com [<mailto:notification@naviabenefits.com>]

Sent: Friday, February 26, 2016 3:33 PM

To: tony.stark@abccompany.com

Subject: Adjudication Notification

Dear Navia participant,

This email is to notify you that a debit card swipe has been resolved. For more information about the details of your debit card swipe, please access your [online account](#) or click <http://www.naviabenefits.com/contact> for contact information. Please do not reply to this email. Sincerely,

Navia Benefit Solutions



If you do not wish to receive further electronic correspondence from Navia Benefit Solutions, please click [here](#) to unsubscribe. To access documents, you must have Adobe Reader. If you do not currently have this program installed, visit <http://get.adobe.com/reader/> to download.

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Navia Benefit Solutions
Profit & Loss
 January through December 2016

	Jan - Dec 16
Ordinary Income/Expense	
Income	
BennyIncome	171,962.00
COBRA Income	1,093,849.05
Dividend	2,288.95
FCommIncome	25.00
HSA Income	31,358.25
Interchange Income	405,238.53
Interest Income	43,364.65
Processing	11,632,349.61
Realized Gain	-570.97
Rebate	0.00
Total Income	13,379,865.07
Gross Profit	13,379,865.07
Expense	
1099 Employee	60,208.43
401(k) Match & Profit Sharing	372,557.62
401(K) Retirement Plan Fee	4,450.00
50% Deductible (Entertain)	7,753.12
80% Deductible	41,836.00
Accounting	35,620.69
Advertising	5,000.00
Amortization	80,290.00
Auto	13,719.97
AutoDoc	338.36
Bad Debt Expense	192.44
Bad Debt Write-Off	23,662.26
Bank Chrg	6,327.67
BennyExpense	493,958.02
Charity	2,609.83
Cobra Admin	204,673.58
COBRA Expense	104,691.64

Navia Benefit Solutions
Profit & Loss
 January through December 2016

	<u>Jan - Dec 16</u>
Commission	1,014.75
Copier Lease	1,766.18
Depreciation Expense	-13,569.00
Dues	1,000.00
Education	36,778.57
Employee Placement Fee	73,792.15
FCExpenses	37,959.00
Finance Charge	781.22
Hardware	39,467.82
HRA Expense	43,868.04
HSA Expense	-15,035.00
Insurance	38,949.48
Int Exp	175,834.25
Legal	84,428.19
Marketing	16,571.74
Meals	92,604.33
Medical Insurance	400,377.42
Office	208,122.40
Payroll Expenses	9,117,690.32
Payroll Taxes	392,324.36
Penalties	84.84
Postage	140,928.08
Printing	68,475.42
Rent Paid	244,341.10
Software Development	103,716.00
Software Lease	166,292.98
State & Local Taxes	177,760.10
Storage	5,162.40
Subscriptions	549.00
Telephone	113,028.55

8:57 AM

05/15/17

Accrual Basis

Navia Benefit Solutions

Profit & Loss

January through December 2016

	<u>Jan - Dec 16</u>
Transit Reimbursement	8,503.64
Travel	104,635.76
Unrealized Gain or Loss	728.15
Total Expense	<u>13,326,821.87</u>
Net Ordinary Income	53,043.20
Other Income/Expense	
Other Expense	
Federal Income Tax (Corporate)	35,836.73
Total Other Expense	<u>35,836.73</u>
Net Other Income	<u>-35,836.73</u>
Net Income	<u><u>17,206.47</u></u>



Flexible Spending Arrangements (FSAs) help you save money on health and day care expenses and allow you to spend it on the things you care about. FSAs will have the whole family cheering!

Taxes 101

The federal government takes about 30% of each dollar you earn in FICA and federal income taxes, and you take home the remaining 70% to use for your living expenses. When you use an FSA, you set aside money before it is taxed, so you spend the entire 100% of your earned income on your day care expenses.

How much could you save?

Let's look at an example: Employees A and B both earn \$55,000 per year. They each have \$2,000 in out of pocket day care expenses.

Employee A and Employee B have the same earnings and tax bracket, but Employee B saves \$600 per year by contributing to an FSA!

Employee A	
Annual gross income	\$55,000
Estimated taxes (30%)	<u>-\$16,500</u>
Annual net income	\$38,500
Out-of-pocket care expenses	<u>-\$2,000</u>
Actual take home pay	\$36,500
Employee B	
Annual gross income	\$55,000
Out-of-pocket care expenses	<u>-\$2,000</u>
Adjusted gross income	\$53,000
Estimated taxes (30%)	<u>-\$15,900</u>
Actual take home pay	\$37,100

How does it work?

- During your open enrollment estimate your expenses for the plan year and enroll in the plan.
- Your annual election amount will be evenly deducted pre-tax from your paycheck throughout the plan year.
- You cannot change your annual election amount after the plan start unless you have a qualified change in status. For example, birth, death, marriage or divorce.
- Check out your Navigate My Benefits and Pre-Tax Solutions pages for more details on how your plan works.

Visit or contact us:

www.naviabenefits.com
customerservice@naviabenefits.com
(800) 669-3539 | (425) 452-3500

Spend less on health and day care expenses and more on the things you love. Enroll now!

How do I access my benefits?

Accessing your benefits couldn't be easier, just swipe your Navia Benefit Card to pay for eligible health care expenses. Funds come directly out of your FSA and are paid to the provider. Some swipes require us to verify the expense, so hang on to your receipts! If we need to see it, we will send you an email or notification via our smartphone app.

You can also submit claims online, through our smartphone app for Android and iPhone, email, fax or mail. Claims are processed within a few days and reimbursements are issued according to your employer's reimbursement schedule. Be sure to include documentation that clearly shows the date, type and cost of the service.

Submitting claims is easier than ever using FlexConnect

The FlexConnect feature connects your FSA to your insurance plans and seamlessly creates a claim with proper documentation direct from your insurance carrier! All you have to do is click "reimburse me" and the claim is expedited for payment. Sign up for FlexConnect today!

Get more with the MyNavia mobile app

The MyNavia app is free to download on both iPhone and Android. You can manage your benefits and view important details right from the convenience of your phone.



Benefits made so simple...
anyone can do it!



Show me my pre-tax solutions:

Health Care FSA

The Health Care FSA (HCFSA) allows you to pay for out-of-pocket medical expenses with tax-free dollars. Think of the HCFSA as a tool to pay for all your regular medical expenses throughout the plan year.

- Expenses for you, your spouse and tax-dependents are eligible for reimbursement, regardless of if they are covered on your medical plan.
- The Health Care FSA is a pre-funded benefit. This means you have access to your full annual election amount at any time during the plan year.
- Estimating future expenses is an important step as you prepare to enroll in an FSA. The more accurate you are in estimating your expenses the better the plan will work for you!

Common Eligible Expenses

- Prescription drugs
- Copays and coinsurance
- Deductibles
- Office visits
- Dental work
- Orthodontia
- Glasses
- Contacts
- Chiropractic
- Massage

NOTE: Expenses that are cosmetic in nature are not eligible

Day Care FSA

Child care can be one of the single largest expenses for a family with children. A Day Care FSA (DCFSA) can be used to pay for your qualified day care expenses with pre-tax dollars which can save you up to \$1,700 per year!!

- The DCFSA limit is set by the IRS and is a calendar year limit of \$5,000 per household, \$2,500 if married and filing separately. If your plan year is not on a calendar year, take extra care in calculating your annual election.
- Expenses can be for your dependent children 12 and under, and in some cases elder care, and must be enabling you to work, actively look for work or be a full-time student.

Common Eligible Expenses

- Child Care
- Preschool
- Before and after school care
- Day Camps

NOTE: Expenses for school tuition and overnight camps are not eligible

Election and Claim Filing Period

Open Enrollment period is a great time to look at your benefits and estimate your out-of-pocket expenses. Be sure to only elect an amount that you know you will use during your plan year. At the end of the plan year you will have a claim filing period to turn in any leftover claims for your benefits. Money left in the plan after the end of the claim filing period and 2 ½ month Grace period is subject to the Use-or-Lose rule and cannot be refunded to you.

Grace Period

Your plan also has a special 2 ½ month Grace Period after the end of the plan year. This feature gives you an additional 2 ½ months to incur expenses against your Health Care and Day Care arrangements. All expenses incurred during the grace period will automatically deduct out of the prior year's arrangement, and any remaining balance will then be applied to the current plan year.

Navia Benefits Card

Rather than filing a claim and waiting for reimbursement, you can use the debit card to pay your provider directly for qualified health care expenses. The card is accepted at participating merchants using the Inventory Information Approval System (IIAS) and at medical care merchants using the Master-Card® system. Be sure to hang on to your receipts in case we need to see them to verify the expense eligibility. If we need to see a receipt, you will notice an alert on your mobile app and we will send you an email reminder.

Accessing Your Benefits

Navia wants to make accessing your benefits as simple and efficient as possible.

- Online Account Access: Order additional debit cards, update bank and address information and see up to date details of your benefits.
- Online Claims Submission: Upload your documentation, complete the online wizard, and voila! a reimbursement will be on its way within a few days!
- Mobile App: MyNavia allows you to simply snap a photo and submit for reimbursement direct from your mobile device.
- Flexconnect: Sync your various medical, dental and vision benefits with your FSA plan for a quick and easy reimbursement. No need to submit documentation, we'll get it from the insurance carrier!

Standard Reports

This section contains samples of our standard reports. Included are the following documents:

- **[Disbursement Report](#)**
A detailed report that shows all of the reimbursements issued by Navia. The report is provided in an Excel format and has three (3) tabs: The Manual Claim Disbursement Worksheet, Debit Card Disbursement Worksheet, and Adjustment Disbursement Worksheet.
- **[Year-To-Date Report](#)**
A report showing all of the FSA participants and their Year-To-Date balances, contributions, reimbursements issued and their annual election amount. This report can be generated at any time.
- **[Final Year-To-Date Report](#)**
An end of year report with four (4) tabs showing: participant account information, client level funding transactions, participant disbursement detail, and account adjustments for the benefit plan year.

Manual Claim Disbursement Worksheet

For: ABC Company
 11400 SE 6th St., Suite 125
 Bellevue, WA 98004
 Plan Code 201601

For Checks Dated: 6/24/2016
 Date Printed: 6/24/2016
 Batch Number: 9233808

<u>Emp ID#</u>	<u>Dept</u>	<u>Name</u>	<u>Amount</u>		<u>Total</u> Disbursement	
			Health Care FSA	Day Care FSA		
123456789	ABC1	Banner, Bruce	\$310.72	\$0.00	\$310.72	Chk# 5928953
123456790	ABC1	Grayson, Dick	\$65.00	\$0.00	\$65.00	Chk# 5928954
123456791	ABC1	Grey, Jean	\$0.00	\$208.33	\$208.33	Chk# 5928955
123456792	ABC1	Howlett, James	\$1,020.00	\$0.00	\$1,020.00	ACH 5928956
123456793	ABC1	Kent, Clark	\$0.00	\$208.33	\$208.33	ACH 5928957
123456794	ABC1	Murdock, Matthew	\$0.00	\$208.33	\$208.33	ACH 5928958
123456795	ABC1	Norris, Chuck	\$0.00	\$208.33	\$208.33	Chk# 5928959
123456796	ABC2	Parker, Peter	\$0.00	\$208.33	\$208.33	ACH 5928960
123456797	ABC2	Quill, Peter	\$50.57	\$0.00	\$50.57	ACH 5928961
123456798	ABC2	Rogers, Steve	\$17.93	\$0.00	\$17.93	ACH 5928962
123456799	ABC1	Stark, Tony	\$0.00	\$208.33	\$208.33	ACH 5928963
123456800	ABC2	Thor, Mr.	\$0.00	\$208.33	\$208.33	ACH 5928964
123456801	ABC1	Wayne, Bruce	\$0.00	\$208.33	\$208.33	Chk# 5928965
123456802	ABC1	Wilson, Wade	\$0.00	\$2,708.29	\$2,708.29	Chk# 5928966
123456803	ABC1	Xavier, Charles	\$0.00	\$217.39	\$217.39	ACH 5928967

Total Employees Processed: 15

Plan:	<u>Disbursements</u>	<u>#Employees</u>
Health Care FSA	\$1,464.22	5
Day Care FSA	\$4,592.32	10
 Depts:		
ABC1	\$5,571.38	11
ABC2	\$485.16	4
 Total Disbursements	\$6,056.54	

Debit Card Disbursement Worksheet

For: ABC Company
 11400 SE 6th St., Suite 125
 Bellevue, WA 98004
 Plan Code 201601

For Disbursements Dated: 6/17/2016 - 6/24/2016
 Date Printed: 6/24/2016

Emp ID#	Dept	Name	Transaction Date	Amount		
				Health Care FSA	Day Care FSA	Total Disbursement
ABC1	Banner, Bruce	6/18/2016	\$45.00	\$0.00	\$45.00	
ABC1	Banner, Bruce	6/18/2016	\$20.00	\$0.00	\$20.00	
ABC1	Banner, Bruce	6/18/2016	\$6.75	\$0.00	\$6.75	
ABC1	Banner, Bruce	6/22/2016	\$20.00	\$0.00	\$20.00	
ABC1	Banner, Bruce	6/21/2016	\$103.30	\$0.00	\$103.30	
ABC1	Banner, Bruce	6/22/2016	\$10.00	\$0.00	\$10.00	
ABC1	Banner, Bruce	6/23/2016	\$10.00	\$0.00	\$10.00	
ABC1	Grayson, Dick	6/18/2016	\$22.57	\$0.00	\$22.57	
ABC1	Grayson, Dick	6/17/2016	\$150.00	\$0.00	\$150.00	
ABC1	Grayson, Dick	6/20/2016	\$10.00	\$0.00	\$10.00	
ABC1	Grey, Jean	6/22/2016	\$20.00	\$0.00	\$20.00	
ABC1	Grey, Jean	6/23/2016	\$10.00	\$0.00	\$10.00	
ABC1	Grey, Jean	6/17/2016	\$35.00	\$0.00	\$35.00	
ABC1	Grey, Jean	6/17/2016	\$39.50	\$0.00	\$39.50	
ABC1	Grey, Jean	6/17/2016	\$20.00	\$0.00	\$20.00	
ABC1	Grey, Jean	6/23/2016	\$20.00	\$0.00	\$20.00	
ABC1	Grey, Jean	6/17/2016	\$70.27	\$0.00	\$70.27	
ABC1	Grey, Jean	6/17/2016	\$15.00	\$0.00	\$15.00	
ABC1	Grey, Jean	6/21/2016	\$3.60	\$0.00	\$3.60	
ABC1	Howlett, James	6/22/2016	\$5.75	\$0.00	\$5.75	
ABC1	Howlett, James	6/23/2016	\$20.00	\$0.00	\$20.00	
ABC1	Kent, Clark	6/20/2016	\$147.72	\$0.00	\$147.72	
ABC1	Kent, Clark	6/17/2016	\$13.58	\$0.00	\$13.58	
ABC1	Kent, Clark	6/21/2016	\$54.60	\$0.00	\$54.60	
ABC1	Kent, Clark	6/18/2016	\$20.00	\$0.00	\$20.00	
ABC1	Kent, Clark	6/21/2016	\$9.69	\$0.00	\$9.69	
ABC1	Kent, Clark	6/22/2016	\$20.00	\$0.00	\$20.00	
ABC1	Kent, Clark	6/22/2016	\$20.00	\$0.00	\$20.00	
ABC1	Kent, Clark	6/23/2016	\$50.00	\$0.00	\$50.00	
ABC1	Kent, Clark	6/17/2016	\$20.00	\$0.00	\$20.00	
ABC1	Kent, Clark	6/22/2016	\$120.61	\$0.00	\$120.61	
ABC1	Kent, Clark	6/20/2016	\$38.57	\$0.00	\$38.57	
ABC1	Kent, Clark	6/20/2016	\$34.51	\$0.00	\$34.51	
ABC1	Kent, Clark	6/23/2016	\$20.00	\$0.00	\$20.00	
ABC1	Kent, Clark	6/23/2016	\$5.00	\$0.00	\$5.00	
ABC1	Kent, Clark	6/22/2016	\$5.10	\$0.00	\$5.10	
ABC1	Stark, Tony	6/18/2016	\$265.84	\$0.00	\$265.84	
ABC1	Stark, Tony	6/20/2016	\$136.19	\$0.00	\$136.19	
ABC1	Stark, Tony	6/22/2016	\$12.79	\$0.00	\$12.79	
ABC1	Wayne, Bruce	6/21/2016	\$25.00	\$0.00	\$25.00	
ABC1	Wayne, Bruce	6/23/2016	\$25.00	\$0.00	\$25.00	
ABC1	Wayne, Bruce	6/17/2016	\$30.44	\$0.00	\$30.44	
ABC1	Wayne, Bruce	6/20/2016	\$92.80	\$0.00	\$92.80	
ABC1	Wayne, Bruce	6/17/2016	\$189.38	\$0.00	\$189.38	
ABC1	Wayne, Bruce	6/22/2016	\$20.00	\$0.00	\$20.00	
ABC1	Wayne, Bruce	6/21/2016	\$20.00	\$0.00	\$20.00	
ABC1	Wayne, Bruce	6/22/2016	\$10.00	\$0.00	\$10.00	
ABC1	Wayne, Bruce	6/22/2016	\$20.00	\$0.00	\$20.00	
ABC1	Wayne, Bruce	6/18/2016	\$75.00	\$0.00	\$75.00	
ABC1	Wayne, Bruce	6/17/2016	\$100.00	\$0.00	\$100.00	
ABC1	Wayne, Bruce	6/17/2016	\$20.00	\$0.00	\$20.00	
ABC1	Wayne, Bruce	6/17/2016	\$10.00	\$0.00	\$10.00	
ABC1	Wayne, Bruce	6/18/2016	\$7.50	\$0.00	\$7.50	
ABC1	Wayne, Bruce	6/18/2016	\$4.04	\$0.00	\$4.04	
ABC1	Wilson, Wade	6/23/2016	\$40.00	\$0.00	\$40.00	
ABC1	Wilson, Wade	6/18/2016	\$20.00	\$0.00	\$20.00	
ABC1	Wilson, Wade	6/22/2016	\$20.00	\$0.00	\$20.00	
ABC1	Wilson, Wade	6/23/2016	\$91.75	\$0.00	\$91.75	
ABC1	Wilson, Wade	6/17/2016	\$180.00	\$0.00	\$180.00	

Total Employees Processed: 8

Plan:	Disbursements	#Employees
Health Care FSA	\$2,651.85	8
Day Care FSA	\$0.00	0
Depts:		
ABC1	\$2,651.85	8
ABC2	\$0.00	0

Total Debit Card Disbursements \$2,651.85

Adjustment Disbursement Worksheet

For: ABC Company
 11400 SE 6th St., Suite 125
 Bellevue, WA 98004
 Plan Code 201601

For Adjustments Dated: 6/17/2016 - 6/24/2016
 Date Printed: 6/24/2016

<u>Emp ID#</u>	<u>Dept</u>	<u>Name</u>	<u>Transaction Date</u>	Amount			<u>Adjustment Description</u>
				Health Care FSA	Day Care FSA	Total Disbursement	
ABC1	Banner, Bruce		6/21/2016	-\$65.50	\$0.00	-\$65.50	Debit Card Credit
ABC1	Kent, Clark		6/18/2016	-\$30.44	\$0.00	-\$30.44	Debit Card Credit
ABC1	Stark, Tony		6/19/2016	-\$38.00	\$0.00	-\$38.00	Debit Card Credit

Total Employees Processed: 3

<u>Plan:</u>	<u>Disbursements</u>	<u>#Employees</u>
Health Care FSA	-\$133.94	3
Day Care FSA	\$0.00	0

<u>Depts:</u>	<u>Disbursements</u>	<u>#Employees</u>
ABC1	-\$133.94	3
ABC2	\$0.00	0

Total Adjustments -\$133.94

Benefit: Health Care FSA

Department	Employee Name	Annual Election	Benefit Effective Date	Total Contributions	Disbursements	Balance	Term Date	Termination Type
ABC1	Banner, Bruce	\$500.00	01/01/2016	\$500.00	\$0.00	\$500.00		
ABC1	Grayson, Dick	\$480.00	01/01/2016	\$240.00	\$0.00	\$240.00		
ABC1	Grey, Jean	\$300.00	01/01/2016	\$150.00	\$0.00	\$150.00		
ABC1	Howlett, James	\$500.00	01/01/2016	\$249.96	\$402.67	(\$152.71)		
ABC1	Kent, Clark	\$500.00	01/01/2016	\$249.96	\$0.00	\$249.96		
ABC1	Murdock, Matthew	\$500.00	02/22/2016	\$166.68	\$289.44	(\$122.76)		
ABC1	Norris, Chuck	\$1,275.00	05/16/2016	\$255.00	\$310.72	(\$55.72)		
ABC2	Parker, Peter	\$120.00	01/01/2016	\$60.00	\$120.00	(\$60.00)		
ABC2	Quill, Peter	\$135.38	01/01/2016	\$135.38	\$0.00	\$135.38		
ABC2	Rogers, Steve	\$100.00	01/01/2016	\$100.00	\$0.00	\$100.00		
ABC1	Stark, Tony	\$1,500.00	04/18/2016	\$375.00	\$0.00	\$375.00		
ABC2	Thor, Mr.	\$600.00	01/01/2016	\$300.00	\$189.12	\$110.88		
ABC1	Wayne, Bruce	\$600.00	01/01/2016	\$300.00	\$0.00	\$300.00		
ABC1	Wilson, Wade	\$600.00	01/01/2016	\$349.96	\$0.00	\$349.96		
ABC1	Xavier, Charles	\$800.00	01/01/2016	\$133.32	\$38.39	\$94.93	7/1/2016	Cease participation
	ABC1	\$7,555.00		\$2,969.88	\$1,041.22	\$1,928.66		
	ABC2	\$955.38		\$595.38	\$309.12	\$286.26		
	Totals:	\$8,510.38		\$3,565.26	\$1,350.34	\$2,214.92		

Total Participants:

15

Benefit: Day Care FSA

Department	Employee Name	Annual Election	Benefit Effective Date	Total Contributions	Disbursements	Balance	Term Date	Termination Type
ABC1	Banner, Bruce	\$480.00	01/01/2016	\$240.00	\$0.00	\$240.00		
ABC1	Grayson, Dick	\$5,000.00	01/01/2016	\$2,499.96	\$0.00	\$2,499.96		
ABC1	Grey, Jean	\$2,000.00	02/01/2016	\$800.00	\$0.00	\$800.00		
ABC1	Howlett, James	\$5,000.00	01/01/2016	\$2,499.96	\$0.00	\$2,499.96		
ABC1	Kent, Clark	\$5,000.00	01/01/2016	\$2,499.96	\$2,499.96	\$0.00		
ABC1	Stark, Tony	\$300.00	06/01/2016	\$23.08	\$0.00	\$23.08		
ABC2	Thor, Mr.	\$5,000.00	01/01/2016	\$2,499.96	\$0.00	\$2,499.96		
ABC1	Wilson, Wade	\$1,000.00	06/01/2016	\$76.92	\$0.00	\$76.92		
	ABC1	\$18,780.00		\$8,639.88	\$2,499.96	\$6,139.92		
	ABC2	\$5,000.00		\$2,499.96	\$0.00	\$2,499.96		
	Totals:	\$23,780.00		\$11,139.84	\$2,499.96	\$8,639.88		

Total Participants:

8

Summary

	Annual Election	Total Contributions	Disbursements	Balance
ABC1	\$26,335.00	\$11,609.76	\$3,541.18	\$8,068.58
ABC2	\$5,955.38	\$3,095.34	\$309.12	\$2,786.22
	\$32,290.38	\$14,705.10	\$3,850.30	\$10,854.80

Total Participant:

15

Final Year-to-Date

ABC Company - Sec 125, 201501
Coverage Period : 01/01/2015 - 12/31/2015

TOTALS
HCFA \$567.72
DCFA \$1,290.75
 Balance to be Disbursed \$1,858.47

Health Care FSA

Co. Code	Emp. ID	Emp. Name	Plan Year	Benefit Code	Standard Cont	Annual Election	Contributed	Disbursed	Balance
ABC	123456789	Banner, Bruce	201501	HCFA	\$20.83	\$488.98	\$488.90	\$488.98	-0.08
ABC	123456790	Grayson, Dick	201501	HCFA	\$41.67	\$547.68	\$547.68	\$336.90	210.78
ABC	123456791	Grey, Jean	201501	HCFA	\$83.33	\$1,000.00	\$999.96	\$1,000.00	-0.04
ABC	123456792	Howlett, James	201501	HCFA	\$104.17	\$2,055.55	\$2,055.55	\$2,055.55	0
ABC	123456793	Kent, Clark	201501	HCFA	\$50.00	\$500.95	\$500.95	\$500.95	0
ABC	123456794	Murdock, Matthew	201501	HCFA	\$62.50	\$1,642.17	\$1,699.86	\$1,642.17	57.69
ABC	123456795	Norris, Chuck	201501	HCFA	\$0.00	\$0.00	\$0.00	\$0.00	0
ABC	123456796	Parker, Peter	201501	HCFA	\$0.00	\$0.00	\$0.00	\$0.00	0
ABC	123456797	Quill, Peter	201501	HCFA	\$83.33	\$1,526.35	\$1,526.27	\$1,526.35	-0.08
ABC	123456798	Rogers, Steve	201501	HCFA	\$12.50	\$272.53	\$260.03	\$272.53	-12.5
ABC	123456799	Stark, Tony	201501	HCFA	\$50.00	\$273.94	\$273.94	\$0.00	273.94
ABC	123456800	Thor, Mr.	201501	HCFA	\$75.00	\$1,800.00	\$1,800.00	\$1,800.00	0
ABC	123456801	Wayne, Bruce	201501	HCFA	\$62.50	\$1,000.00	\$1,000.00	\$961.99	38.01
ABC	123456802	Wilson, Wade	201501	HCFA	\$104.17	\$2,499.99	\$2,499.99	\$2,499.99	0
ABC	123456803	Xavier, Charles	201501	HCFA	\$31.25	\$750.00	\$750.00	\$750.00	0
							<u>\$14,403.13</u>	<u>\$13,835.41</u>	<u>\$567.72</u>
ABC	123456789	Banner, Bruce	201501	DCFA	\$208.33	\$5,000.00	\$4,999.92	\$4,999.92	0
ABC	123456790	Grayson, Dick	201501	DCFA	\$208.33	\$5,000.00	\$4,999.92	\$4,999.92	0
ABC	123456791	Grey, Jean	201501	DCFA	\$62.50	\$1,500.00	\$1,500.00	\$1,409.25	90.75
ABC	123456792	Howlett, James	201501	DCFA	\$50.00	\$1,200.00	\$1,200.00	\$0.00	1200
ABC	123456793	Kent, Clark	201501	DCFA	\$83.33	\$500.00	\$499.98	\$499.98	0
ABC	123456799	Stark, Tony	201501	DCFA	\$208.33	\$5,000.00	\$4,999.92	\$4,999.92	0
ABC	123456800	Thor, Mr.	201501	DCFA	\$24.31	\$3,000.00	\$3,000.00	\$3,000.00	0
ABC	123456802	Wilson, Wade	201501	DCFA	\$125.00	\$3,000.00	\$2,000.00	\$2,000.00	0
							<u>\$23,199.74</u>	<u>\$21,908.99</u>	<u>\$1,290.75</u>

Plan Total

\$37,602.87 \$35,744.40 \$1,858.47

Plan Funding

Funding Date	Amount Posted	Amount Due	Source	Status	Check Received	Check Number	Amount Paid
1/31/2015	2,547.55	-	DWS Debit Card	Paid	2/15/2015	dd	2,547.55
2/28/2015	1,627.66	-	Manual	Paid	3/15/2015	dd	1,627.66
3/31/2015	5,047.60	-	Manual	Paid	4/15/2015	dd	5,047.60
4/30/2015	4,834.78	-	DWS	Paid	5/15/2015	dd	4,834.78
5/31/2015	2,073.46	-	DWS Debit Card	Paid	6/15/2015	dd	2,073.46
6/30/2015	2,446.99	-	DWS	Paid	7/15/2015	dd	2,446.99
7/31/2015	2,095.24	-	DWS Debit Card	Paid	8/15/2015	dd	2,095.24
8/31/2015	2,797.80	-	Manual	Paid	9/15/2015	dd	2,797.80
9/30/2015	2,277.15	-	Manual	Paid	10/15/2015	dd	2,277.15
10/31/2015	2,561.59	-	DWS	Paid	11/15/2015	dd	2,561.59
11/30/2015	2,032.93	-	DWS Debit Card	Paid	12/15/2015	dd	2,032.93
12/31/2015	3,720.74	-	Manual	Paid	1/15/2016	dd	4,097.04
1/31/2016	563.23	-	DWS	Paid	2/15/2016	dd	563.23
2/29/2016	1,031.52	-	DWS Debit Card	Paid	3/15/2016	dd	480.50
3/31/2016	472.22	-	Manual	Paid	4/15/2016	dd	472.22
4/30/2016	39.22	-	Manual	Paid	5/15/2016	9012167-ref	39.22

Total Funds Received \$35,994.96
Total Disbursed from Plan \$35,994.96
Balance Owed \$0.00

Checks Disbursed

Check Number	Check Date	Type	Disburse Type	Employee	Company	Amount	Cleared	ACH	Void	Plan Year	Department	Emp ID
5304804	1/23/2015	Disbursement	Standard	Banner, Bruce	ABC	208.33	Yes	Yes		201501		3343
5571704	9/11/2015	Disbursement	Standard	Banner, Bruce	ABC	3,533.77	Yes	Yes		201501		3343
55093857	9/15/2015	Disbursement	Debit Card	Banner, Bruce	ABC	25.25	Yes			201501		3343
55098940	9/16/2015	Disbursement	Debit Card	Banner, Bruce	ABC	183.73	Yes			201501		3343
5589590	9/28/2015	Disbursement	Standard	Banner, Bruce	ABC	208.33	Yes	Yes		201501		3343
5602967	10/9/2015	Disbursement	Standard	Banner, Bruce	ABC	208.33	Yes	Yes		201501		3343
5617133	10/23/2015	Disbursement	Standard	Banner, Bruce	ABC	208.33	Yes	Yes		201501		3343
5634370	11/6/2015	Disbursement	Standard	Banner, Bruce	ABC	208.33	Yes	Yes		201501		3343
5642504	11/13/2015	Disbursement	Standard	Banner, Bruce	ABC	30.44	Yes	Yes		201501		3343
5650661	11/20/2015	Disbursement	Standard	Banner, Bruce	ABC	208.33	Yes	Yes		201501		3343
5660550	11/30/2015	Disbursement	Standard	Banner, Bruce	ABC	49.07	Yes	Yes		201501		3343
5671676	12/4/2015	Disbursement	Standard	Banner, Bruce	ABC	208.33	Yes	Yes		201501		3343
5692297	12/18/2015	Disbursement	Standard	Banner, Bruce	ABC	208.33	Yes	Yes		201501		3343
53922166	1/17/2015	Disbursement	Debit Card	Grayson, Dick	ABC	1,568.31	Yes			201501		3630
5420329	4/24/2015	Disbursement	Standard	Grayson, Dick	ABC	208.33	Yes	Yes		201501		3630
5437345	5/8/2015	Disbursement	Standard	Grayson, Dick	ABC	208.33	Yes	Yes		201501		3630
5451466	5/22/2015	Disbursement	Standard	Grayson, Dick	ABC	208.33	Yes	Yes		201501		3630
5466391	6/5/2015	Disbursement	Standard	Grayson, Dick	ABC	208.33	Yes	Yes		201501		3630
54703227	6/17/2015	Disbursement	Debit Card	Grayson, Dick	ABC	54.00	Yes			201501		3630
5712281	1/4/2016	Disbursement	Standard	Grayson, Dick	ABC	2,881.19	Yes	Yes		201501		3630
5642505	11/13/2015	Disbursement	Standard	Grey, Jean	ABC	625.00	Yes			201501		4818
5676134	12/8/2015	Disbursement	Reissue	Grey, Jean	ABC	375.00	Yes			201501		4818
54050976	2/11/2015	Disbursement	Debit Card	Howlett, James	ABC	118.28	Yes			201501		2427
54381580	4/11/2015	Disbursement	Debit Card	Howlett, James	ABC	627.60	Yes			201501		2427
54393325	4/14/2015	Disbursement	Debit Card	Howlett, James	ABC	177.42	Yes			201501		2427
55247523	10/24/2015	Disbursement	Debit Card	Howlett, James	ABC	1,132.25	Yes			201501		2427
54254818	3/19/2015	Disbursement	Debit Card	Kent, Clark	ABC	158.20	Yes			201501		4699
54273274	3/23/2015	Disbursement	Debit Card	Kent, Clark	ABC	10.00	Yes			201501		4699
54299400	3/27/2015	Disbursement	Debit Card	Kent, Clark	ABC	7.00	Yes			201501		4699
54339112	4/3/2015	Disbursement	Debit Card	Kent, Clark	ABC	1,202.03	Yes			201501		4699
54078963	2/16/2015	Disbursement	Debit Card	Murdock, Matthew	ABC	10.00	Yes			201501		4262
54141244	2/27/2015	Disbursement	Debit Card	Murdock, Matthew	ABC	30.00	Yes			201501		4262
55203718	10/13/2015	Disbursement	Debit Card	Murdock, Matthew	ABC	88.41	Yes			201501		4262
55203719	10/13/2015	Disbursement	Debit Card	Murdock, Matthew	ABC	1,002.32	Yes			201501		4262
5819280	3/25/2016	Disbursement	Standard	Murdock, Matthew	ABC	472.22	Yes		Yes	201501		4262
5831024	4/1/2016	Disbursement	Standard	Murdock, Matthew	ABC	39.22	Yes	Yes		201501		4262
53882477	1/9/2015	Disbursement	Debit Card	Quill, Peter	ABC	25.00	Yes			201501		1017
53892995	1/12/2015	Disbursement	Debit Card	Quill, Peter	ABC	25.00	Yes			201501		1017
53956830	1/24/2015	Disbursement	Debit Card	Quill, Peter	ABC	112.00	Yes			201501		1017
53962818	1/26/2015	Disbursement	Debit Card	Quill, Peter	ABC	22.00	Yes			201501		1017
54025808	2/6/2015	Disbursement	Debit Card	Quill, Peter	ABC	2,751.60	Yes			201501		1017
54676817	6/11/2015	Disbursement	Debit Card	Rogers, Steve	ABC	164.20	Yes			201501		4691
55130119	9/24/2015	Disbursement	Debit Card	Rogers, Steve	ABC	25.00	Yes			201501		4691
55134803	9/25/2015	Disbursement	Debit Card	Rogers, Steve	ABC	43.34	Yes			201501		4691
55412954	12/7/2015	Disbursement	Debit Card	Rogers, Steve	ABC	39.99	Yes			201501		4691
5299019	1/16/2015	Disbursement	Standard	Stark, Tony	ABC	208.33	Yes	Yes		201501		2983
5312978	1/30/2015	Disbursement	Standard	Stark, Tony	ABC	208.33	Yes	Yes		201501		2983
5331763	2/13/2015	Disbursement	Standard	Stark, Tony	ABC	208.33	Yes	Yes		201501		2983
5350501	2/27/2015	Disbursement	Standard	Stark, Tony	ABC	208.33	Yes	Yes		201501		2983
5368229	3/13/2015	Disbursement	Standard	Stark, Tony	ABC	208.33	Yes	Yes		201501		2983
5386434	3/27/2015	Disbursement	Standard	Stark, Tony	ABC	208.33	Yes	Yes		201501		2983
5404566	4/10/2015	Disbursement	Standard	Stark, Tony	ABC	208.33	Yes	Yes		201501		2983
5420330	4/24/2015	Disbursement	Standard	Stark, Tony	ABC	208.33	Yes	Yes		201501		2983
5692299	12/18/2015	Disbursement	Standard	Stark, Tony	ABC	3,333.28	Yes	Yes		201501		2983
54134288	2/26/2015	Disbursement	Debit Card	Thor, Mr.	ABC	25.00	Yes			201501		1030
54141253	2/28/2015	Disbursement	Debit Card	Thor, Mr.	ABC	10.75	Yes			201501		1030
54209644	3/11/2015	Disbursement	Debit Card	Thor, Mr.	ABC	50.19	Yes			201501		1030
54286129	3/25/2015	Disbursement	Debit Card	Thor, Mr.	ABC	25.00	Yes			201501		1030
5395531	4/3/2015	Disbursement	Standard	Thor, Mr.	ABC	1,249.98	Yes			201501		3707
54363300	4/8/2015	Disbursement	Debit Card	Thor, Mr.	ABC	25.00	Yes			201501		1030
5404567	4/10/2015	Disbursement	Standard	Thor, Mr.	ABC	208.33	Yes			201501		3707
54435462	4/22/2015	Disbursement	Debit Card	Thor, Mr.	ABC	451.50	Yes			201501		1030
5420331	4/24/2015	Disbursement	Standard	Thor, Mr.	ABC	2,203.23	Yes			201501		3707
54025805	2/6/2015	Disbursement	Debit Card	Wayne, Bruce	ABC	25.00	Yes			201501		4030
54078960	2/16/2015	Disbursement	Debit Card	Wayne, Bruce	ABC	63.19	Yes			201501		4030
54160799	3/3/2015	Disbursement	Debit Card	Wayne, Bruce	ABC	25.00	Yes			201501		4030
54202317	3/10/2015	Disbursement	Debit Card	Wayne, Bruce	ABC	100.00	Yes			201501		4030
54273277	3/23/2015	Disbursement	Debit Card	Wayne, Bruce	ABC	138.58	Yes			201501		4030
54412550	4/17/2015	Disbursement	Debit Card	Wayne, Bruce	ABC	610.22	Yes			201501		4030
5304805	1/23/2015	Disbursement	Standard	Wilson, Wade	ABC	125.00	Yes	Yes		201501		4058
53975339	1/29/2015	Disbursement	Debit Card	Wilson, Wade	ABC	960.00	Yes			201501		4266
5350502	2/27/2015	Disbursement	Standard	Wilson, Wade	ABC	57.00	Yes	Yes		201501		4058
54183419	3/7/2015	Disbursement	Debit Card	Wilson, Wade	ABC	1,964.99	Yes			201501		4266
54267469	3/21/2015	Disbursement	Debit Card	Wilson, Wade	ABC	50.00	Yes			201501		4058
5386435	3/27/2015	Disbursement	Standard	Wilson, Wade	ABC	1,943.00	Yes	Yes		201501		4058
53876683	1/8/2015	Disbursement	Debit Card	Xavier, Charles	ABC	60.00	Yes			201501		3919
53876684	1/8/2015	Disbursement	Debit Card	Xavier, Charles	ABC	16.23	Yes			201501		3919
53882469	1/9/2015	Disbursement	Debit Card	Xavier, Charles	ABC	482.00	Yes			201501		3919
53993465	1/31/2015	Disbursement	Debit Card	Xavier, Charles	ABC	190.00	Yes			201501		3919
5701185	12/28/2015	Disbursement	Standard	Xavier, Charles	ABC	1.77				201501		3919

Checks Written 36,169.68
Adjustments (174.72)
Plan Disbursements 35,994.96

Adjustments

Trans. Date	Code	Employee I	Dept	Year	Benefit	EmpName	Amount	TransDesc	AdjustmentType	Ref
12/10/2015	ABC	4699		201501	HCFA	Kent, Clark	376.30	Adj. Disbursement	Debit Card Check	DC TSF from 201601 to 201501
2/2/2016	ABC	1030		201501	HCFA	Thor, Mr.	(551.02)	Adj. Disbursement	Debit Card Transfer	Participant Repayment
						Total	(174.72)			

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05/15/17

Accrual Basis

Navia Benefit Solutions

Balance Sheet

As of December 31, 2016

	<u>Dec 31, 16</u>
ASSETS	
Current Assets	
Checking/Savings	
Banner Bank - Business (4600158110)	20,943.23
Banner Bank - Savings	15,922.14
D.A. Davidson - Brokereeage	76,220.83
Wells Fargo Bank - Business	<u>22,684.40</u>
Total Checking/Savings	135,770.60
Accounts Receivable	
Accts Receivabl (Accts Recivabl)	<u>1,215,140.22</u>
Total Accounts Receivable	1,215,140.22
Other Current Assets	
Misc Receivables	332,465.30
Undeposited Funds	<u>20,704.77</u>
Total Other Current Assets	<u>353,170.07</u>
Total Current Assets	1,704,080.89
Fixed Assets	
Ac Amort - software	-222,531.00
Ac Dep - Equip	-343,542.75
Cap Equip (Office Equipment)	220,938.46
Cap Equip (Office Equipment)	28,761.78
Cap Software	211,587.50
Copier	77,412.08
Mail & Stamp Machines	<u>37,222.65</u>
Total Fixed Assets	<u>9,848.72</u>
TOTAL ASSETS	<u>1,713,929.61</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Payables (A/P Account)	<u>160,782.51</u>
Total Accounts Payable	160,782.51

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05/15/17

Accrual Basis

Navia Benefit Solutions

Balance Sheet

As of December 31, 2016

	<u>Dec 31, 16</u>
Credit Cards	
Alaska Airlines Visa (4003 9010 0221 1389: Matt)	34,060.39
American Express Business (Business Card)	175.00
Total Credit Cards	<u>34,235.39</u>
Other Current Liabilities	
Accrued Payroll Liability	74,099.47
Direct Deposit Liabilities	100.80
Federal Income Tax Payable	6,812.00
Flex125	6,833.91
Payroll Liabilities (Payroll Liabilities)	74,828.03
Profit Share Payable (Profit Sharing Payable)	275,000.00
Total Other Current Liabilities	<u>437,674.21</u>
Total Current Liabilities	632,692.11
Long Term Liabilities	
Loan To FPS, HAA	405,000.00
Loan To FPS, MSA	600,000.00
Total Long Term Liabilities	<u>1,005,000.00</u>
Total Liabilities	1,637,692.11
Equity	
Common Stock (Common Stock)	500.00
Retained Earnings	58,531.03
Net Income	17,206.47
Total Equity	<u>76,237.50</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,713,929.61</u></u>

U.S. Corporation Income Tax Return
For calendar year 2016 or tax year beginning _____, 2016, ending _____,
▶ Information about Form 1120 and its separate instructions is at www.irs.gov/form1120.

2016

A Check if:			B Employer identification number
1 a Consolidated return (attach Form 851) <input type="checkbox"/>	TYPE OR PRINT	Navia Benefit Solutions, Inc. 11400 SE 6th, Suite 125 Bellevue, WA 98004	91-1467758
b Life/nonlife consolidated return <input type="checkbox"/>			C Date incorporated
2 Personal holding co. (attach Sch. PH) <input type="checkbox"/>			1/12/1990
3 Personal service corp. (see instrs) <input type="checkbox"/>			D Total assets (see instructions)
4 Schedule M-3 attached <input type="checkbox"/>			\$ 1,787,605.
E Check if:		(1) Initial return	(2) Final return
		(3) Name change	(4) Address change

I N C O M E	1 a Gross receipts or sales	1 a	13,334,783.
	b Returns and allowances	1 b	
	c Balance. Subtract line 1b from line 1a	1 c	13,334,783.
	2 Cost of goods sold (attach Form 1125-A)	2	
	3 Gross profit. Subtract line 2 from line 1c	3	13,334,783.
	4 Dividends (Schedule C, line 19)	4	2,289.
	5 Interest	5	43,364.
	6 Gross rents	6	
	7 Gross royalties	7	
	8 Capital gain net income (attach Schedule D (Form 1120))	8	
	9 Net gain or (loss) from Form 4797, Part II, line 17 (attach Form 4797)	9	
10 Other income (see instructions — attach statement)	10		
11 Total income. Add lines 3 through 10	11	13,380,436.	
D E D U C T I O N S S E E I N S T R U C T I O N S	12 Compensation of officers (see instructions — attach Form 1125-E)	12	5,060,000.
	13 Salaries and wages (less employment credits)	13	4,057,690.
	14 Repairs and maintenance	14	
	15 Bad debts	15	23,855.
	16 Rents	16	246,107.
	17 Taxes and licenses	17	See Statement 1 577,721.
	18 Interest	18	176,615.
	19 Charitable contributions	19	12,099.
	20 Depreciation from Form 4562 not claimed on Form 1125-A or elsewhere on return (attach Form 4562)	20	4,260.
	21 Depletion	21	
	22 Advertising	22	21,572.
	23 Pension, profit-sharing, etc., plans	23	452,008.
	24 Employee benefit programs	24	469,764.
	25 Domestic production activities deduction (attach Form 8903)	25	
	26 Other deductions (attach statement)	26	See Statement 2 2,169,856.
	27 Total deductions. Add lines 12 through 26	27	13,271,547.
	28 Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11	28	108,889.
	T X C R S R E F U N D A B L E	29 a Net operating loss deduction (see instructions)	29 a
b Special deductions (Schedule C, line 20)		29 b	1,602.
c Add lines 29a and 29b		29 c	1,602.
30 Taxable income. Subtract line 29c from line 28. See instructions	30	107,287.	
31 Total tax (Schedule J, Part I, line 11)	31	25,092.	
32 Total payments and refundable credits (Schedule J, Part II, line 21)	32	20,000.	
33 Estimated tax penalty. See instructions. Check if Form 2220 is attached <input type="checkbox"/>	33		
34 Amount owed. If line 32 is smaller than the total of lines 31 and 33, enter amount owed	34	5,092.	
35 Overpayment. If line 32 is larger than the total of lines 31 and 33, enter amount overpaid	35		
36 Enter amount from line 35 you want: Credited to 2017 estimated tax <input type="checkbox"/> Refunded <input checked="" type="checkbox"/>	36		

Sign Here ▶ Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer _____ Date _____ Title **President**

May the IRS discuss this return with the preparer shown below? See instructions. Yes No

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Marc S. Hutchinson		6/09/17		P00018281
	Firm's name ▶ Hutchinson & Walter, CPAs	Firm's EIN ▶ 911004812		Phone no. (425) 455-1620	
Firm's address ▶ 1407 116th Ave NE Suite 222 Bellevue, WA 98004					

Schedule C Dividends and Special Deductions (see instructions)	(a) Dividends received	(b) Percentage	(c) Special deductions (a) x (b)
1 Dividends from less-than-20%-owned domestic corporations (other than debt-financed stock)	2,289.	70	1,602.
2 Dividends from 20%-or-more-owned domestic corporations (other than debt-financed stock)		80	
3 Dividends on debt-financed stock of domestic and foreign corporations		see instructions	
4 Dividends on certain preferred stock of less-than-20%-owned public utilities		42	
5 Dividends on certain preferred stock of 20%-or-more-owned public utilities		48	
6 Dividends from less-than-20%-owned foreign corporations and certain FSCs		70	
7 Dividends from 20%-or-more-owned foreign corporations and certain FSCs		80	
8 Dividends from wholly owned foreign subsidiaries		100	
9 Total. Add lines 1 through 8. See instructions for limitation			1,602.
10 Dividends from domestic corporations received by a small business investment company operating under the Small Business Investment Act of 1958		100	
11 Dividends from affiliated group members		100	
12 Dividends from certain FSCs		100	
13 Dividends from foreign corporations not included on line 3, 6, 7, 8, 11, or 12			
14 Income from controlled foreign corporations under subpart F (attach Form(s) 5471)			
15 Foreign dividend gross-up			
16 IC-DISC and former DISC dividends not included on line 1, 2, or 3			
17 Other dividends			
18 Deduction for dividends paid on certain preferred stock of public utilities			
19 Total dividends. Add lines 1 through 17. Enter here and on page 1, line 4	2,289.		
20 Total special deductions. Add lines 9, 10, 11, 12, and 18. Enter here and on page 1, line 29b			1,602.

Schedule J Tax Computation and Payment (see instructions)

Part I – Tax Computation

1	Check if the corporation is a member of a controlled group (attach Schedule O (Form 1120)). See instructions ▶	<input type="checkbox"/>		
2	Income tax. Check if a qualified personal service corporation. See instructions ▶	<input type="checkbox"/>	2	25,092.
3	Alternative minimum tax (attach Form 4626)		3	
4	Add lines 2 and 3		4	25,092.
5a	Foreign tax credit (attach Form 1118)	5 a		
b	Credit from Form 8834 (see instructions)	5 b		
c	General business credit (attach Form 3800)	5 c		
d	Credit for prior year minimum tax (attach Form 8827)	5 d		
e	Bond credits from Form 8912	5 e		
6	Total credits. Add lines 5a through 5e		6	
7	Subtract line 6 from line 4		7	25,092.
8	Personal holding company tax (attach Schedule PH (Form 1120))		8	
9a	Recapture of investment credit (attach Form 4255)	9 a		
b	Recapture of low-income housing credit (attach Form 8611)	9 b		
c	Interest due under the look-back method – completed long-term contracts (attach Form 8697)	9 c		
d	Interest due under the look-back method – income forecast method (attach Form 8866)	9 d		
e	Alternative tax on qualifying shipping activities (attach Form 8902)	9 e		
f	Other (see instructions – attach statement)	9 f		
10	Total. Add lines 9a through 9f		10	
11	Total tax. Add lines 7, 8, and 10. Enter here and on page 1, line 31		11	25,092.

Part II – Payments and Refundable Credits

12	2015 overpayment credited to 2016	12	
13	2016 estimated tax payments	13	20,000.
14	2016 refund applied for on Form 4466	14	
15	Combine lines 12, 13, and 14	15	20,000.
16	Tax deposited with Form 7004	16	
17	Withholding (see instructions)	17	
18	Total payments. Add lines 15, 16 and 17	18	20,000.
19	Refundable credits from:		
a	Form 2439	19 a	
b	Form 4136	19 b	
c	Form 8827, line 8c	19 c	
d	Other (attach statement – see instructions)	19 d	
20	Total credits. Add lines 19a through 19d	20	
21	Total payments and credits. Add lines 18 and 20. Enter here and on page 1, line 32	21	20,000.

Schedule K Other Information (see instructions)

1	Check accounting method: a <input type="checkbox"/> Cash b <input checked="" type="checkbox"/> Accrual c <input type="checkbox"/> Other (specify) ▶	Yes	No
2	See the instructions and enter the:		
a	Business activity code no. ▶ 541990		
b	Business activity ▶ Administration		
c	Product or service ▶ Cafeteria Plans		
3	Is the corporation a subsidiary in an affiliated group or a parent-subsidiary controlled group? If 'Yes,' enter name and EIN of the parent corporation ▶		X
4	At the end of the tax year:		
a	Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of the corporation's stock entitled to vote? If 'Yes,' complete Part I of Schedule G (Form 1120) (attach Schedule G)	X	
b	Did any individual or estate own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of the corporation's stock entitled to vote? If 'Yes,' complete Part II of Schedule G (Form 1120) (attach Schedule G)	X	

Schedule K Other Information (continued from page 3)

5 At the end of the tax year, did the corporation:				Yes	No
a Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation not included on Form 851 , Affiliations Schedule? For rules of constructive ownership, see instructions.					X
If 'Yes,' complete (i) through (iv) below.					
(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage Owned in Voting Stock		
b Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions.					X
If 'Yes,' complete (i) through (iv) below.					
(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Country of Organization	(iv) Maximum Percentage Owned in Profit, Loss, or Capital		
6 During this tax year, did the corporation pay dividends (other than stock dividends and distributions in exchange for stock) in excess of the corporation's current and accumulated earnings and profits? See sections 301 and 316.					X
If 'Yes,' file Form 5452 , Corporate Report of Nondividend Distributions.					
If this is a consolidated return, answer here for the parent corporation and on Form 851 for each subsidiary					
7 At any time during the tax year, did one foreign person own, directly or indirectly, at least 25% of (a) the total voting power of all classes of the corporation's stock entitled to vote or (b) the total value of all classes of the corporation's stock?					X
For rules of attribution, see section 318. If 'Yes,' enter:					
(i) Percentage owned ▶ _____ and (ii) Owner's country ▶ _____					
(c) The corporation may have to file Form 5472 , Information Return of a 25% Foreign-Owned U.S. Corporation or a Foreign Corporation Engaged in a U.S. Trade or Business. Enter the number of Forms 5472 attached ▶ _____					
8 Check this box if the corporation issued publicly offered debt instruments with original issue discount.					<input type="checkbox"/>
If checked, the corporation may have to file Form 8281 , Information Return for Publicly Offered Original Issue Discount Instruments.					
9 Enter the amount of tax-exempt interest received or accrued during the tax year ▶ \$ _____					None
10 Enter the number of shareholders at the end of the tax year (if 100 or fewer) ▶ <u>5</u>					
11 If the corporation has an NOL for the tax year and is electing to forego the carryback period, check here.					<input type="checkbox"/>
If the corporation is filing a consolidated return, the statement required by Regulations section 1.1502-21(b)(3) must be attached or the election won't be valid.					
12 Enter the available NOL carryover from prior tax years (don't reduce it by any deduction on line 29a.) ▶ \$ _____					None
13 Are the corporation's total receipts (page 1, line 1a, plus lines 4 through 10) for the tax year and its total assets at the end of the tax year less than \$250,000?					X
If 'Yes,' the corporation isn't required to complete Schedules L, M-1, and M-2. Instead, enter the total amount of cash distributions and the book value of property distributions (other than cash) made during the tax year ▶ \$ _____					
14 Is the corporation required to file Schedule UTP (Form 1120), Uncertain Tax Position Statement? See instructions.					X
If 'Yes,' complete and attach Schedule UTP.					
15 a Did the corporation make any payments in 2016 that would require it to file Form(s) 1099?				X	
b If 'Yes,' did or will the corporation file required Forms 1099?				X	
16 During this tax year, did the corporation have an 80% or more change in ownership, including a change due to redemption of its own stock?					X
17 During or subsequent to this tax year, but before the filing of this return, did the corporation dispose of more than 65% (by value) of its assets in a taxable, non-taxable, or tax deferred transaction?					X
18 Did the corporation receive assets in a section 351 transfer in which any of the transferred assets had a fair market basis or fair market value of more than \$1 million?					X
19 During the corporation's tax year, did the corporation make any payments that would require it to file Forms 1042 and 1042-S under chapter 3 (sections 1441 through 1464) or chapter 4 (sections 1471 through 1474) of the Code?					X

Schedule L	Balance Sheets per Books	Beginning of tax year		End of tax year	
		(a)	(b)	(c)	(d)
Assets					
1	Cash.....		302,432.		47,155.
2a	Trade notes and accounts receivable.....	1,081,633.		1,547,605.	
b	Less allowance for bad debts.....		1,081,633.		1,547,605.
3	Inventories.....				
4	U.S. government obligations.....				
5	Tax-exempt securities (see instructions)....				
6	Other current assets (attach statement).....				
7	Loans to shareholders.....				
8	Mortgage and real estate loans.....				
9	Other investments (attach statement) See St. 3.		53,742.		109,319.
10a	Buildings and other depreciable assets.....	364,337.		364,337.	
b	Less accumulated depreciation.....	357,112.	7,225.	361,372.	2,965.
11a	Depletable assets.....				
b	Less accumulated depletion.....				
12	Land (net of any amortization).....				
13a	Intangible assets (amortizable only).....	211,363.		263,363.	
b	Less accumulated amortization.....	142,241.	69,122.	182,802.	80,561.
14	Other assets (attach statement).....				
15	Total assets		1,514,154.		1,787,605.
Liabilities and Shareholders' Equity					
16	Accounts payable.....		84,241.		168,420.
17	Mortgages, notes, bonds payable in less than 1 year....				
18	Other current liabilities (attach stmt) See St. 4.		365,882.		545,188.
19	Loans from shareholders.....		1,005,000.		1,005,000.
20	Mortgages, notes, bonds payable in 1 year or more.....				
21	Other liabilities (attach statement).....				
22	Capital stock: a Preferred stock.....				
	b Common stock.....	500.	500.	500.	500.
23	Additional paid-in capital.....				
24	Retained earnings — Approp (att stmt).....				
25	Retained earnings — Unappropriated.....		58,531.		68,497.
26	Adjmt to shareholders' equity (att stmt).....				
27	Less cost of treasury stock.....				
28	Total liabilities and shareholders' equity		1,514,154.		1,787,605.

Schedule M-1 Reconciliation of Income (Loss) per Books With Income per Return

Note: The corporation may be required to file Schedule M-3. See instructions.

1	Net income (loss) per books.....	9,966.	7	Income recorded on books this year not included on this return (itemize):	
2	Federal income tax per books.....	34,115.		Tax-exempt interest \$	
3	Excess of capital losses over capital gains..	571.		See Stmt 6	-728.
4	Income subject to tax not recorded on books this year (itemize):				-728.
5	Expenses recorded on books this year not deducted on this return (itemize):		8	Deductions on this return not charged against book income this year (itemize):	
a	Depreciation..... \$			a Depreciation.. \$	
b	Charitable contributions.. \$	32,347.		b Charitable contribns \$	
c	Travel & entertainment.. \$	31,077.			
	Statement 5	85.			
		63,509.	9	Add lines 7 and 8.....	-728.
6	Add lines 1 through 5.....	108,161.	10	Income (page 1, line 28) — line 6 less line 9.....	108,889.

Schedule M-2 Analysis of Unappropriated Retained Earnings per Books (Line 25, Schedule L)

1	Balance at beginning of year.....	58,531.	5	Distributions..... a Cash.....	
2	Net income (loss) per books.....	9,966.		b Stock..... c Property.....	
3	Other increases (itemize):		6	Other decreases (itemize):	
			7	Add lines 5 and 6.....	
4	Add lines 1, 2, and 3.....	68,497.	8	Balance at end of year (line 4 less line 7).....	68,497.

IMPLEMENTATION PLAN

The implementation process is managed by the designated account executive and implementation manager. The first step is to complete the online group application. This gives Navia all of the data needed to establish the client within our systems, create all communication materials and begin the file testing. Navia will set up a GoToMeeting so that all parties can complete the group application together (it generally takes about 20-30 minutes). Once the group application is completed, the implementation manager will set up the client in our system environment within a few days and have all forms and materials drafted and sent to the client contacts for review.

The account executive also serves as the contract manager and works directly with the City/County's contract manager on all contract language updates and final approval. The contract development can take 1 – 4 weeks depending on response times from each party. Our typical contract development for public sector clients takes 2 – 5 weeks from beginning to final contract. The contract development is something that can occur before any internal implementation work begins or can be concurrent with implementation. Our preference is to have contract development be concurrent with implementation to maximize time.

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Implementation Timeline (2019 Plan Year)

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Online group application completed — Evaluate the client's implementation needs and Navia support — Establish terms of plan design, administrative specifications, communications and forms — Establish enrollment method (paper, FPS Web, 3 rd party)	10/15/2018	Navia City
Internal Implementation of City in Navia's systems (SYSTEM SETUP) — Employer set up in main FSA processing system, CRM system, debit card system and banking systems — Plan documents, SPD and HIPAA agreement drafted and sent to City for review. Establish separate timeline for edit, review and finalized documents. — Open enrollment materials, plan communications and forms drafted and sent to client for review. Establish separate timeline for edit, review and finalized documents.	11/1/2018	Navia
Implementation call with City's stakeholders (plan contacts) — Provide drafts of plan communications, legal forms and open enrollment material for review	11/15/2018	Navia City

<ul style="list-style-type: none"> — Define City’s banking requirements and establish banking contacts and testing schedule / milestones — Discuss debit card implementation — Discussion of enrollment meetings, webinars and benefit fair dates 		
<p>Internal testing of Navia systems (SYSTEM REQUIREMENTS TESTING)</p> <ul style="list-style-type: none"> — Testing of CRM system for proper set up — Testing of claim payments — Testing of funds tracking — Testing of debit card integration files 	11/1/2018 – 11/15/2018	Navia
<p>Introduction of City to the Navia staff</p> <ul style="list-style-type: none"> — Overview of the plan design, administrative requirements, communication needs, etc.... to various internal departments. — Review internal staffing of customer service department to shift resources in anticipation of increased call volume starting January 2019. 	11/1/2018	Navia
<p>Internal signoff on the successful set-up and implementation of the City within all of our systems</p>	11/15/2018	Navia
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<p>Open enrollment file of online elections created and sent to City</p>	11/16/2018	Navia
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<p>City participants receive debit cards in the mail</p>	12/13/2018 – 12/20/2018	USPS
<p>City 2019 – 2020 services commence</p>	1/1/2018	Navia

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Purchasing Agent	Contact
Phone	1 (402) 441-8309 x			
Fax	1 (402) 441-6513 x			
Bid Number	18-217	Department		Department
Title	City/County Flexible Benefits Spending Plan	Building	Suite 200	Building
Bid Type	RFP	Floor/Room		Floor/Room
Issue Date	8/13/2018 02:13 PM (CT)	Telephone	1 (402) 441-8309 x	Telephone
Close Date	8/24/2018 12:00:00 PM (CT)	Fax	1 (402) 441-6513 x	Fax
		Email	rwalla@lincoln.ne.gov	Email

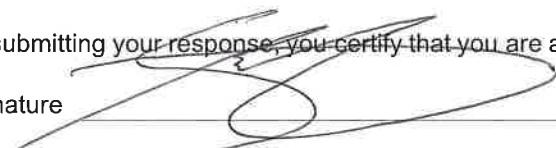
Supplier Information

Company Navia Benefit Solutions, Inc.
 Address 600 Naches Ave SW.
 Renton, WA 98057

 Contact Stefan Knipp
 Department
 Building
 Floor/Room
 Telephone (425) 452-3508
 Fax (425) 233-6352
 Email sknipp@Naviabenefitsolutions.com
 Edited 8/22/2018 12:24:59 PM (CT)

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

Signature



Email Sknipp@naviabenefits.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Proposal Submission	I have prepared and delivered/mailed to the City Purchasing Agent Seven (7) copies of my proposal as requested in the Specifications. NOTE: The Cost Proposal must be sent in a separate envelope and no reference to cost may be made in the proposal documents submitted.	Yes
2	Electronic Signature	Please check here for your electronic signature.	Yes
3	Insurance Requirements and Endorsements	Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements. Insurance Certificate and required Endorsements are required at time of contract execution by the vendor. Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.	Yes
4	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
5	RFP	I acknowledge reading, understanding and agree to the "Request for Proposal" document content and requirements.	Yes
6	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
7	Purchase Order, Contract and Delivery Contact	The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the contract/PO to be awarded.	Stefan Knipp, sknipp@naviabenefits.com, 425-452-3508
8	Contact	Name of person submitting this bid:	Jackson Stikeleather
9	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes

Is your company legally considered an Individual or Sole Proprietor: YES or NO NO

As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at:
<http://www.sos.ne.gov/business/notary/citizenforminfo.html>

All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.

If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.

Line Items

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 18-217 for FLEXIBLE BENEFIT SPENDING PLAN is available. Please prepare your written response and return your proposals as instructed in the RFP according to the specifications. Respond to the Attribute section (above) of this electronic bid and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions, call 402-441-7417.	\$0.00

Item Notes:

Supplier Notes:

**Advertise 2 times
Friday, August 10, 2018
Friday, August 17, 2018**

**City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO PROPOSERS**

The City of Lincoln, Nebraska intends to contract for and invites you to submit a sealed proposal for professional services related to the project listed below:

**City/County Flexible Spending Administrator
RFP No. 18-217**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before **12:00 Noon, Friday, August 24, 2018** in the offices of the City of Lincoln Purchasing Agent, 440 So. 8th Street, Suite 200, Lincoln, NE 68508.

Proposers must be registered on the City/County's E-Bid site in order to respond to the above RFP. To Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration").

[Questions concerning this bid process may be directed to City/County Purchasing at \(402\) 441-8103 or \[purchasing@lincoln.ne.gov\]\(mailto:purchasing@lincoln.ne.gov\)](#)

RFP # 18-217
CITY/COUNTY FLEXIBLE BENEFIT SPENDING PROGRAM
COST PROPOSAL

Vendors must complete this form and attach additional documentation as required on company letterhead and place in a sealed envelope separate from the written or Ebid proposal as instructed in the Specifications.

TOTAL COST :\$ \$2337.50

PER EMPLOYEE PER MONTH COST: \$2.75

Total number of employees: City – 580 County - 270

Vendor shall place all information associated with the final cost on the space provided above based on the number of employees and the cost per month. The cost will be an evaluation factor in the selection of a qualified firm.

Information to be included will be based on all services and tasks as described in the RFP document. Vendors may include subcontractor information below or on a separate sheet. Subcontractor costs must also be included in the TOTAL COST above.

August 22, 2018



Services Quoted:

- Flexible Spending Account (FSA) Administration
- COBRA Administration
- Health Savings Account (HSA) Administration
- GoNavia Commuter Program
- Health Reimbursement Arrangement (HRA) Administration
- Direct Dental and Vision Administration
- Premium Only Plan (POP)

Prepared for:
City of Lincoln/Lancaster County

Prepared by Navia Benefit Solutions
425-452-3498
sales@naviabenefits.com



Official Quote Sheet

This document is an official quote sheet for the line(s) of service requested through our online proposal system. The quoted rates are valid for up to 180 days and will expire on February 18, 2019. The actual fees are based on enrollment and may vary from the annual estimate indicated below. All fees are guaranteed for 24 months from plan start and are net of commissions.

Client name	City of Lincoln/Lancaster County
Plan requested	Flexible Spending Account – Health Care FSA, Day Care FSA and POP
Employee count	2950
Est. participants	850
Plan Year (months)	12

Estimated Cost & Savings

Estimated Annual Elections	\$1,393,150
Estimated Employer FICA Savings	\$106,576
Estimated 1 st Year Fees	\$33,648
Estimated 2 nd Year Fees	\$33,648

Custom Plan Rates

Fee	Rate	Explanation
Initial Set Up Fee	WAIVED	This fee has been waived for this quote.
Yearly Plan Fee	WAIVED	This fee has been waived for this quote.
Monthly Fee	\$2.75/PPPM	Monthly participant fee is billed per participant that is active at any time during the month regardless if they are enrolled in one or both benefits.
Mailing Fee	WAIVED	This fee has been waived for this quote.

PPPM = PER PARTICIPANT PER MONTH

Official Quote Sheet (continued)

Plan requested Flexible Spending Account – Health Care FSA, Day Care FSA and POP

A Flexible Spending Arrangement (FSA) is an employer sponsored benefit that allows employees to pay for qualified expenses on a pre-tax basis. The employee can choose to have a portion of their salary redirected towards the FSA plan before social security; Medicare and federal income taxes are calculated. The FSA plan consists of three (3) components, a health care FSA, day care FSA and a premiums only option.

The FSA plan is not an insurance product and is governed by Section 125 of the IRS Tax Code. The plan is open to all W-2 employees of a company with some members of the ownership group excluded for S-Corporations, Limited Liability Corporations (LLC), Partnerships and Sole Proprietorships.

The quoted fees include the following services and plan features as part of our standard administration.

PARTICIPANT SERVICES

- **FSA Debit Card**
Participants may use the Navia Benefits Card and their FSA balances to pay their copayments, deductibles, prescription and other FSA eligible expenses
- **Direct Deposit**
Participants have the option to enroll in direct deposit for their FSA reimbursements rather than receiving a hard copy check in the mail
- **Enrollment Confirmations**
A welcome package is sent to each enrollee containing a claim form, confirmation statement and brief overview of the plan
- **Direct Check Mailing**
Reimbursement checks are mailed directly to the participants address
- **Toll-Free Phone / Fax Line**
Easy access to submit a claim or to reach customer service during business hours
- **MyNavia Mobile App**
An easy-to-use mobile app that gives participants full access to their FSA benefit on the go.
- **Online Account Access**
24/7 real-time access to view balances, claims activity or to update address

EMPLOYER SERVICES

- **Plan Document & SPD**
A legal plan document and SPD are provided at the start of the plan year and updated each year as needed
- **Non-discrimination Testing**
All 9 tests are performed for the plan at the end of each plan year As well as optional pre-testing
- **Form 5500 Preparation**
A schedule C is prepared for the FSA plan if it meets the ERISA plan filing requirements
- **Enrollment & Communication Packets**
Custom plan materials and enrollment guides are provided in hard and soft copy formats.
- **Enrollment Meetings**
A benefit specialist can attend local enrollment meetings, benefit fairs or conduct enrollment webinars for employees
- **Online Account Access**
24/7 real-time access to view plan reports, update participant eligibility and manage your plan
- **2 ½ Month Grace Period or \$500 Carryover**
Feature allowing participants to access funds across two plan years to pay for services during the start of a new year



Official Quote Sheet

This document is an official quote sheet for the line(s) of service requested through our online proposal system. The quoted rates are valid for up to 180 days and will expire on February 19, 2019. The actual fees are based on enrollment and may vary from the annual estimate indicated below. All fees are net of commissions.

Client name **Navia Benefit Solutions, Inc.**
 Plan requested **GoNavia Commuter Program**
 Est. participants **295**

Estimated Cost & Savings

Estimated Annual Benefit	\$354,000
Estimated FICA Savings	\$27,081
Estimated Annual Fees	\$7,080

Standard Plan Rates

Fee	Rate	Explanation
Yearly Plan Fee	WAIVED	Billed to client during the first month of service and each renewal year thereafter.
Monthly Fee	\$2.00/PPPM (\$50 Minimum)	Monthly participant fee is billed per participant that places a GoNavia order each month.

PPPM = PER PARTICIPANT PER MONTH

Plan Design Features

- Employee friendly order deadline of the 20th
- Subsidy amounts that can be based on a plan or individual level
- Umbrella or plan-specific subsidy arrangements
- 100% compliant with IRS regulations on prohibition of cash reimbursement for transit benefits

Official Quote Sheet (continued)

Plan requested **GoNavia Commuter Program**

The GoNavia program is an employer sponsored benefit that allows employees to pay for qualified expenses on a pre-tax basis. The employee can choose to have a portion of their salary redirected towards the purchase of work-related parking and transit costs before social security; Medicare and federal income taxes are calculated. Employees can load funds onto their Navia Benefits Card to then purchase benefits through any transit agency. The funds loaded to the card are then paid through pre-tax payroll deductions.

The GoNavia program is not an insurance product and is governed by Section 132 of the IRS Tax Code. The plan is open to all W-2 employees of a company with some members of the ownership group excluded for S-Corporations, Limited Liability Corporations (LLC), Partnerships and Sole Proprietorships.

The quoted fees include the following services and plan features as part of our standard administration.

PARTICIPANT SERVICES

- **Online Benefit Ordering**
Employees can order their transit passes through a 3-step ordering platform. The Navia Benefits Card is accepted by virtually every transit system in the US.
- **Smart Card Reloading**
Employees with existing reloadable smart cards can use the Navia Benefits Card to reload their existing cards
- **Recurring Order Feature**
An order can be set to recur automatically each month. Employees can pre-select months to skip in advance
- **Toll-Free Customer Service**
Easy access to customer service Monday – Friday from 5:00 am to 5:00 pm
- **Email Notifications**
Employees get advance notification of an upcoming recurring order or any skipped months
- **Pay Me Directly**
Direct payments can be made to the participant for parking providers that operate on a cash basis or do not provide receipts

EMPLOYER SERVICES

- **Plan Document & SPD**
A legal plan document and SPD are provided at the start of your services and updated each year as needed
- **Enrollment & Communication Packets**
Plan materials and sign up instructions are provided to every eligible employee via email
- **Automated Payment Services**
Navia Benefit Solutions automatically debits the employer's account for the monthly orders to ensure that funds are available before the start of the month
- **Enrollment Meetings**
A benefit specialist can attend local enrollment meetings, benefit fairs or conduct enrollment webinars for employees
- **Electronic Reports**
Plan reports are provided to client contacts after the order deadline for accounting and payroll purposes
- **Subsidy Tracking**
Apply an employer subsidy to benefit orders on an employee or company level



Robert Walla
City of Lincoln Purchasing
440 S. 8th Street, Suite 200
Lincoln, NE 68508

Dear Bob,

Thank you for the opportunity to bid on the City of Lincoln and Lancaster County's plans for Flexible Spending, and for your continued partnership over the last several years. We are writing to confirm that we will hold our costs for the entire term of contract ending on 31 July 2022, and renewals for both the City and County upon the receipt of award.

Navia looks forward to our continued and committed partnership by providing outstanding customer service to the City and County for years to come.

Cordially,

A handwritten signature in black ink, appearing to read "Stefan C. Kripp", is written over a faint, light-colored signature line.

Stefan C. Kripp
Director of Sales

IMPLEMENTATION PLAN

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