CITY EMPLOYEE HEALTH AND BENEFITS INSURANCE BROKER SERVICES AGREEMENT

This City Employee Health and Benefits Insurance Brokerage Services Agreement ("Agreement") is made and entered into as of <u>July 1, 2023</u> ("Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation ("City") and Gallagher Benefit Services, Inc., a Delaware corporation ("Provider").

WITNESSETH:

WHEREAS, the City requires insurance brokerage services for employee health and benefits, as more particularly described in the City Employee Health and Benefits Brokerage Services Request for Proposal, RFP 2023-002 ("RFP"), attached hereto as Exhibit A ("Services"); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

SECTION ONE SCOPE OF SERVICES

- 1.1. Provider shall perform the Services in accordance with the RFP terms, incorporated herein and attached as <u>Exhibit A</u>, Services Provider's response to the RFP dated March 1, 2023, incorporated herein and attached as <u>Exhibit B</u>, and the terms, conditions, and covenants set forth in this Agreement. Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.
- 1.2. Provider shall, at its own expense, comply at all times with all municipal, county, state, and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

SECTION TWO TERM

2.1. This Agreement shall commence on the Effective Date and will continue to be in effect for three (3) years ("Term"), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager or his/her designee may extend the Term for up to two (2) additional one-year periods upon written notice to the Provider (each a "Renewal Term").

SECTION THREE COMPENSATION

3.1. Provider will provide the Services in the amount of \$135,000.00 per year, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Provider's prices may not be increased during the Term. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not-to-exceed amount of this Agreement is One Hundred, Thirty-Five Thousand Dollars and 00/100 (\$135,000.00). The total not-to-exceed amount of this Agreement, if all renewal options are exercised, is Six Hundred Seventy-Five Thousand Dollars and 00/100 (\$675,000.00).

SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES

- 4.1. This Agreement may be terminated, in whole or in part, with or without cause, by the City, through its City Manager or his/her designee, upon ninety (90) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.
- 4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.
- 4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES

- 5.1. The Provider hereby represents and warrants for the benefit of the City, the following:
 - 5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

- 5.1.2. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.
- 5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

SECTION SIX INDEMNIFICATION & LIMITATION OF LIABILITY

- 6.1 Each party agrees to defend, indemnify and hold the other party and its affiliates and their respective directors, officers, employees and agents harmless from any and all losses, liabilities, exposures, damages and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third party claims, demands, suits, allegations, or causes or threats of action based on the indemnifying party's: (i) breach of any representation, warranty or covenant made by such party hereunder, or (ii) grossly negligent acts or omissions or intentional misconduct; provided, however, that the indemnifying party's indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the other party or its employees or agents.
- 6.2 The City does not waive, and hereby reserves, any and all limitations of liability authorized by law, including but not limited to NRS 41.035.
- 6.3 Except for claims arising from intentional or willful misconduct by Provider, its employees, agents, or vendors, Provider's liability to the City and any other party for any losses, injury or damages to persons or properties or work performed arising out of in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to \$1,000,000 in the aggregate; provided, however, liability arising under Provider's indemnification obligations shall be limited in the aggregate to \$2,000,000.

SECTION SEVEN INDEPENDENT CONTRACTOR

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course

and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION

- 8.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.
- 8.2. Provider hereby certifies that it shall comply with all state and federal laws related to verification of work eligibility, as well as its processes related to background investigation with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

SECTION NINE INSURANCE

Provider shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:

- Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than \$2,000,000 per occurrence and \$4,000,00 in the aggregate;
- Workers' Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;
- Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of \$1,000,000 per accident for bodily injury and property damage;

- Umbrella Liability insurance providing excess coverage over all limits and coverages with a limits no less than \$10,000,000 per occurrence or in the aggregate;
- Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than \$5,000,000 per claim, or \$10,000,000 in the aggregate;
- Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than \$2,000,000 per claim and in the aggregate, inclusive of defense cost; and
- Crime insurance covering third-party crime and employee dishonesty with limits of no less than \$1,000,000 per claim and in the aggregate.

All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to Client upon request.

SECTION TEN NOTICES

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas

Attention: Joy Yoshida

2250 Las Vegas Blvd., North, Suite 820

North Las Vegas, NV 89030

Phone: 702-633-1745

To Provider: Gallagher Benefit Services, Inc.

Attention: Shawn Adkins

6300 South Syracuse Way, 7th Floor

Centennial, CO 80111 Phone: 303-889-2780

Email: shawn_adkins@ajg.com

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

SECTION ELEVEN SAFETY

- 11.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.
- 11.2. <u>Safety Equipment</u>. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION TWELVE ENTIRE AGREEMENT

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

SECTION THIRTEEN MISCELLANEOUS

- 13.1. <u>Governing Law and Venue</u>. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.
- 13.2. <u>Assignment</u>. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void.
- 13.3. <u>Amendment</u>. This Agreement may be amended or modified only by a writing executed by the City and Provider.
- 13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A or Exhibit B conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different, or conflicting terms or provisions contained in Exhibit A, Exhibit B, or any other written or oral communication from either party shall not be binding in any way on the on the other party, whether or not such terms would materially alter this Agreement, and each party hereby objects thereto.
- 13.5. <u>Time of the Essence</u>. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

- 13.6. <u>Waiver</u>. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.
- 13.7. <u>Waiver of Consequential Damages</u>. Neither party shall be liable to the other, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.
- 13.8. <u>Severability</u>. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.
- 13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.
- 13.10. <u>Effect of Termination</u>. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.
- 13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement. Notwithstanding the foregoing, no pre-existing intellectual property rights of Provider are assigned or otherwise transferred pursuant to this Agreement, and Provider shall retain sole and exclusive ownership of all right, title and interest in and to its intellectual property and derivatives thereof which no data or Confidential Information of the City was used to create and which was developed entirely using Provider's own resources. To the extent Provider's intellectual property is necessary for the City to use the Services provided under this Agreement, Provider grants to City a non-exclusive, royalty-free license to Provider's intellectual property solely for City's use of such Services.
- 13.12. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire, provided however Provider will still be paid for satisfactorily completed work up until the date it receives notice of non-appropriation, or until the termination date listed in such notice, whichever is later.

- 13.13. <u>Public Record</u>. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.
- 13.14. <u>Interpretation</u>. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 13.15. <u>Electronic Signatures</u>. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.
- 13.16. <u>Counterparts</u>. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.
- 13.17. <u>Federal Funding.</u> Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- 13.18. <u>Boycott of Israel.</u> Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.
- 13.19. <u>Attorneys' Fees</u>. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

[The remainder of page is intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas, a Nevada municipal corporation	Gallagher Benefit Services, Inc., a Delaware corporation
By:Pamela A. Goynes-Brown, Mayor	By: Ben Anderson Name: Ben Anderson Title: June 12, 2023
Attest:	
By: Jackie Rodgers, City Clerk	
Approved as to form:	
By: Micaela Rustia Moore, City Attorney	

EXHIBIT A

RFP 2023-002

Please see the attached page(s).

Mayor Pamela A. Goynes-Brown

Council Members
Isaac E. Barron
Ruth Garcia Anderson
Scott Black
Richard J. Cherchio



City Manager **Ryann Juden, J.D., Ph.D.**

Finance Department

2250 Las Vegas Boulevard, North · Suite #708 · North Las Vegas, Nevada 89030 Telephone: (702) 633-1745 · Fax: (702) 669-3328 · TDD: (800) 326-6868 www.cityofnorthlasvegas.com

February 8, 2023

CITY OF NORTH LAS VEGAS REQUEST FOR PROPOSAL ("RFP") RFP 2023-002 City Employee Health and Benefits Brokerage Services

Proposals will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnv.com until March 1, 2023 at 1:00 P.M. local time ("Proposal Due Date"). A Proposal opening will be held on a conference call via Google Meet, Telephone# 786-886-2491, Meeting Pin# 372 564 637# on the RFP Due Date.

An optional Pre-Proposal Meeting will be conducted at 10:00 A.M., local time, February 15, 2023, local time, via Google Meet conference call, Telephone #470-485-9380 Meeting Pin# 809 383 887#. The purpose of this meeting is to discuss the Request for Proposal requirements and answer any questions or concerns. Any and all questions asked during the Pre-Proposal meeting must be submitted in writing either via email or submitted in NGEM at the conclusion of the Pre-Proposal Meeting.

All questions or concerns must be submitted electronically in NGEM or via e-mail to Joy Yoshida, Buyer, at yoshidaj@cityofnorthlasvegas.com. The cut-off time for all questions is February 22, 2023, at 12:00 p.m. local time. All questions received will be consolidated and answered AFTER the question cut off period via Addendum on NGEM. Any questions received after the question cut off period will not be answered.

Proposal documents may be accessed on NGEM or on the City of North Las Vegas (City) Purchasing Web Page (listed above). The City reserves the right to reject any and all Proposals, waive any informality or technicality, or to otherwise accept Proposals deemed in the best interest of the City. Capitalized terms contained in this Invitation to Bid are defined in the Definitions section on page 10.

Marie Leake

Procurement Manager

Published Las Vegas Review Journal February 8, 2023

CITY OF NORTH LAS VEGAS REQUEST FOR PROPOSAL ("RFP")

RFP 2023-002 City Employee Health and Benefits Brokerage Services

1. PUBLIC RECORDS:

The RFP documents and all Proposals submitted in response thereto are public records. You are cautioned not to put any material into the Proposal that is proprietary in nature. The City is a public agency under state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's records, including this Request for Proposal, are public records, which are subject to inspection and copying by any person, unless declared by law to be confidential.

2. PERFORMANCE OF WORK:

The successful Respondent shall perform all the work described in this RFP as may be necessary to complete the Contract in a satisfactory and acceptable manner according to the terms set forth herein and in any agreement entered into with the City.

3. FORM OF CONTRACT:

Execution of the Contract by all named parties will authorize delivery of goods and/or services obtained under this Invitation to Bid.

4. ELECTRONIC RESPONSE THROUGH NGEM SYSTEM:

Proposals must be submitted online through the Nevada Government eMarketplace (NGEM). The NGEM System is an electronic bidding system used by a consortium of local government entities in Nevada for supplier registration and the submission of electronic bids and proposals. The NGEM System is available at www.ngemnv.com. There is no cost for any Respondent to use the NGEM System, however, all Respondents must register prior to gaining access to see the details of any solicitation and to submit a bid or proposal online. All Proposals must be submitted on the NGEM System no later than the Proposal Due Date and time. Per the Terms of Use of the NGEM System, Proposals may not be submitted after the Proposal Due Date, and the server clock will govern.

5. EXPLANATION TO RESPONDENT:

Any explanations desired by Respondent regarding the meaning or interpretation of specifications must be requested in writing and with sufficient time allowed for a reply to reach Respondent before submission of its Proposal. Oral explanations given before the award of the Contract will not be binding. Any written interpretation made will be furnished to all Respondents, and its receipt by the Respondent will be acknowledged. Interpretation of the meaning of the plans, specifications or other pre-Proposal documents will not be binding if presented to any Respondent orally. Every request for such interpretation should be in writing addressed to Joy Yoshida by email at yoshidaj@cityofnorthlasvegas.com. Any and all such interpretations and any supplemental instructions deemed necessary will be in the form of a written addendum to the specifications, which, if issued, will be posted on NGEM. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from any obligation under the Proposal documents as submitted. All addenda issued shall become part of the Proposal documents.

6. METHOD OF EVALUATION AND AWARD OPTIONS:

The evaluation of the Proposals will be conducted by City personnel. The City will award this Request for Proposal based on the Respondent who submits the most responsive, responsible Proposal deemed to be in the City's best interest according to the evaluation criteria set forth within this RFP. Please prepare your Proposal according to the appropriate sections and your Proposal will be evaluated accordingly. The City reserves the right to reject all Proposals. Pursuant to NRS 332.065(4), the City shall not enter into a Contract with a Respondent to this Proposal unless the Contract includes the written certification that the company is not currently engaged in, and agrees for the duration of the Contract not to engage in, a boycott of Israel.

7. ASSIGNMENT OF CONTRACTUAL RIGHTS:

It is agreed that the Contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party or unless otherwise allowed pursuant to NRS 332.095(2). The Respondent will be an independent contractor for all purposes and no agency, either expressed or implied, exists.

8. CONDITIONS OF PROPOSAL SUBMITTAL:

- (a) The Proposal must be signed by a duly authorized official of the proposing firm or company submitting its Proposal.
- (b) No Proposal will be accepted from any person, firm, or corporation that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City staff or City Council.
- (c) No Proposal will be accepted from any person, firm, or corporation if that person, firm, or corporation or any of its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal or state department or agency. By signing and submitting a Proposal to the City, the Respondent certifies that no current suspension or debarment exists.
- (d) All Proposals shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.

9. PROTESTS:

The City will publish the Recommendation of Award Notification on NGEM. Any Respondent may file a notice of protest regarding the proposed award of the Contract by the North Las Vegas City Council. Respondents will have five (5) business days from the date the Recommendation of Award is published to submit the written protest to the City Clerk. The written protest must include a statement setting forth, with specificity, the reasons the person filing the protest believes that applicable provisions of the Contract documents or law were violated. At the time a notice of protest is filed, the person filing such notice of protest shall post a bond with a good and solvent surety authorized to do business in the State of Nevada, and supply it to the City Clerk. The bond posted must be

in an amount equal to the lesser of (i) twenty-five percent (25%) of the total value of the Proposal submitted by the person filing the notice of protest; or (ii) two hundred fifty thousand dollars (\$250,000).

A notice of protest filed in accordance with this section shall operate as a stay of action in relation to the award of the Contract until a determination is made by the North Las Vegas City Council. A person who makes an unsuccessful proposal may not seek any type of judicial intervention until after the North Las Vegas City Council has made a determination on the notice of protest and awarded the Contract. Neither the City nor any authorized representative of the City is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a Proposal, whether or not the person files a notice of protest pursuant to this section.

If a protest is upheld, the bond posted and submitted with the notice of protest will be returned to the person who posted the bond. If the protest is rejected, a claim may be made against the bond by the City in an amount equal to the expenses incurred by the City because of the unsuccessful protest.

10. LICENSES:

All Respondents must provide a copy of all appropriate licenses in accordance with the laws of the State of Nevada, prior to submission of Proposals for this project. Upon award, the successful Respondent will be required to obtain a North Las Vegas Business License.

11. PUBLIC OPENING:

Proposals received will be opened and the name of the Respondent's company will be read via conference call at the time and place indicated in the Request for Proposal documents. Respondents, their authorized agents and the public are invited to call in. No responsibility will attach to any City official or employee for the pre-opening of, or the failure to open, a Proposal not properly addressed or identified.

12. TERM OF THE CONTRACT:

The Contract shall have a term of three (3) years with two (2) one-year renewal options at the sole discretion of the City Manager or his/her designee.

13. INSURANCE:

Prior to the commencement of the Contract, the successful Respondent must provide properly executed Certificates of Insurance to the City, which shall clearly evidence all insurance required by the City, including a policy or certificate of comprehensive general liability insurance in which the City, its public officials, officers, employees, agents, and volunteers shall be the named insured or be named as an additional insured. In compliance with this provision, the Respondent may file with the City a satisfactory policy providing a minimum \$1,000,000 "blanket coverage" policy or certificate of insurance. Such insurance will (i) waive subrogation against the City, its officers, agents, servants, and employees; (ii) will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required; (iii) will include or be endorsed to cover the Respondent's contractual liability to the City; and (iv) disclose all deductibles and self-insured retentions in the Certificate of Insurance. No deductible or

self-insured retention may exceed \$250,000.00 without the City's written approval. Required insurance shall not be canceled, allowed to expire or be materially reduced in coverage until after 30 days' written notice has been given to, and approved in writing by, the City Attorney or the City Risk Manager.

The policy shall provide the following minimum limits:

WORKER'S COMPENSATION INSURANCE: Each successful Respondent shall secure, maintain in full force and effect, and bear the cost of complete Worker's Compensation Insurance in accordance with the Nevada Industrial Insurance Act - Nevada Revised Statutes, Chapter 616A-616D, inclusive, for the duration of the Contract and shall furnish the City, prior to the execution of the Contract, a Certificate of Insurance which meets the requirements of the Nevada Industrial Insurance Act. The City, or any of its officers or employees, will not be responsible for any claims or suits in law or equity occasioned by the failure of the successful Respondent to comply with the provisions of this paragraph. If the successful Respondent has no employees, then Exhibit D- Affidavit of Rejection of Coverage for Workers' Compensation must be completed and submitted with response to this Proposal.

COMMERCIAL GENERAL LIABILITY (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

AUTOMOBILE LIABILITY: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

PROFESSIONAL LIABILITY (Errors and Omissions): Insurance appropriate to the Provider's profession, with a limit no less than \$3,000,000.00 per occurrence or claim, \$6,000,000.00 aggregate.

Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

ADDITIONAL INSURED STATUS: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

PRIMARY COVERAGE: For any claims related to this Contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

NOTICE OF CANCELLATION: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

WAIVER OF SUBROGATION: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

CLAIMS MADE POLICIES: If any of the required policies provide claims-made coverage:

The Retroactive Date must be shown, and must be before the date of the Contract or the beginning of Contract work.

Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract of work.

If coverage is canceled or non-renewed, and not replaced with another claimsmade policy form with a Retroactive Date prior to the Contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

VERIFICATION OF COVERAGE: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide

them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SPECIAL RISKS OR CIRCUMSTANCES: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Such insurance shall include the specific coverage set out herein and be written for NOT LESS THAN the limits of liability and coverage provided in the "Insurance Service Office", or required by law and other governing agencies, whichever is greater. The cost of this insurance shall be deemed included in the Proposal prices and no additional compensation will be made.

In addition, the Respondent shall furnish evidence of a commitment by the insurance company to notify the City by registered mail of the expiration or cancellation of the insurance policies required not less than 30 days before the expiration or cancellation is effective.

14. <u>INDEMNITY:</u>

The successful Respondent agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from any and all liabilities, causes of action, claims, damages, losses, expenses, proceedings, actions, judgements, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents, or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Respondent, its subcontractors, agents, and employees, in the fulfillment or performance of the work described herein until such time as the applicable statutes of limitation expire.

15. PROVISIONS PROVIDED BY LAW:

Each and every provision and clause required by law to be inserted in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract forthwith shall be physically amended to make such insertion or correction. The Respondent's attention is directed to the fact that all applicable City, County, State and Federal laws, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract throughout its duration, and they will be deemed to be included in the Contract the same as though herein written out in full.

16. ADDENDA INTERPRETATIONS:

If it becomes necessary to revise any part of this Request for Proposal, a written addendum will be provided publicly. The City is not bound by any oral clarifications changing the scope of work for this project. The addendum must be acknowledged and returned in the Proposal submission.

17. CANCELLATION OF CONTRACT:

The City reserves the right to cancel the award or execution of any Contract at any time before the Contract has been approved by the City Council without any liability or claims thereof against the City.

18. TERMINATION FOR CONVENIENCE:

The City, through its City Manager or his/her designee, shall have the right at any time to terminate further performance of the Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Respondent, specifying the extent and effective date of the termination. On the effective date of the termination, the successful Respondent shall terminate all work and take all reasonable actions to mitigate expenses. The successful Respondent shall submit a written request for incurred costs for services performed through the date of termination within thirty (30) days of the date of termination. All requests for reimbursement of incurred costs shall include substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the successful Respondent within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the successful Respondent.

19. TAXES:

The City is exempt from State, Retail, and Federal Excise Taxes. The Proposal price must be net, exclusive of taxes.

20. EXCEPTIONS:

Each Respondent must list on a separate sheet of paper any exceptions to the Request for Proposal specifications and attach it to its Proposal. Exceptions, deviations, or contingencies requested in Respondent's Proposal, while possibly necessary in the view of the Respondent, may result in lower scoring or disqualification of the Proposal. A template of the City of North Las Vegas Service Agreement is attached in Exhibit G. Any and all exceptions to this document must be declared at the time of submission.

21. FISCAL FUNDING OUT:

In the event the City fails to appropriate funds for the performance of this Contract, the Contract will terminate once the existing funds have been exhausted.

22. LIMITATION OF FUNDING:

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under the Contract.

23. ESCALATION:

Prices may not be increased. The price submitted in your Proposal must remain firm throughout this project

24. <u>AUDIT OF RECORDS:</u>

(a) The successful Respondent agrees to maintain financial records pertaining to all matters relative to this Proposal in accordance with standard accounting principles

and procedures and to retain all records and supporting documentation applicable to this Proposal for a period of three (3) years after completion of this Proposal and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the successful Respondent goes out of existence, the successful Respondent shall turn over to the City all of its records relating to this Proposal. The successful Respondent agrees to give the City access to records immediately upon request.

- The successful Respondent agrees to permit the City or the City's designated (b) representative(s) to inspect and audit its records and books relative to this Proposal at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the City desires concerning successful Respondent's operation hereunder at the City's discretion. The successful Respondent further understands and agrees that said inspection and audit would be exercised upon written notice. If the successful Respondent or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, successful Respondent agrees to deliver the records and books or have the records and books delivered to the City or the City's designated representative(s) at an address within the City as designated by the City. If the City or the City's designated representative(s) find that the records and books delivered by the successful Respondent are incomplete, the successful Respondent agrees to pay the City or the City's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the successful Respondent's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The successful Respondent further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.
- (c) If, at any time during the term of this Proposal, or at any time after the expiration or termination of the Proposal, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the successful Respondent, the successful Respondent agrees that the difference shall be either:

 (a) repaid immediately by the successful Respondent to the City or (b) at the City's option, credited against any future billings due the successful respondent.
- (d) The successful Respondent must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon an invoice submitted before final payment of the Proposal.
- (e) The successful Respondent shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City will be deemed a waiver of the successful Respondent's right to dispute.

25. INDEPENDENT CONTRACTOR:

In the performance of services under the Contract, the successful Respondent and any other persons employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall hold the successful Respondent as the sole responsible party for the performance of this Contract. The successful Respondent shall maintain complete control over its employees. Nothing contained in the RFP, Contract or award by the City shall create a partnership, joint venture or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

26. COMPANY PERSONNEL:

The successful Respondent is solely responsible for the supervision and control of its staff performing work under the Contract; however, the City reserves the right to request removal from its premises the successful Respondent's "on site" staff personnel for just cause, and the successful Respondent shall take reasonable action to comply with the request. Upon award of the Contract a listing of all personnel authorized to participate in the awarded program shall be submitted and included as part of the executed agreement. The successful will be required to conduct background checks on each employee performing work on City property. Successful Respondent shall be notified during the Contract phase what specific background check requirements apply to the Contract.

27. KEY PERSONNEL:

For the City of North Las Vegas:

Joy Yoshida, Buyer. She is responsible for the administration and audit of the Contract and any changes. She can be reached at (702) 633-1745, Monday through Thursday, 6:30 a.m. to 4:00 p.m.

Wilson Edgell, Human Resources Director. He or his designee is responsible for monitoring the project and is responsible for any requested changes by the Respondent. He can be reached at (702) 633-1515, Monday through Thursday, 8:00 a.m. to 6:00 p.m.

The cutoff time for any questions regarding this Request for Proposal is Wednesday, February 22, 2023 at 12:00 p.m. local time. Any questions submitted beyond this cutoff time will not be answered.

City of North Las Vegas Request for Proposal ("RFP") RFP 2023-002 City Employee Health and Benefits Brokerage Services

Definitions

Certificates of Insurance – a document issued by an insurance company/broker that is used to verify the existence of insurance coverage under specific conditions granted to listed individuals. This document should list the effective date of the policy, the type of insurance coverage provided, the type and dollar amount of applicable liability, and shall list the City of North Las Vegas, its public officials, officers, employees, agents, and volunteers, as an additional insured.

City - the City of North Las Vegas.

City Attorney – lawyers employed by the City of North Las Vegas, who are legally appointed as legal counsel to transact business on behalf of the City of North Las Vegas.

City Clerk - a public officer charged with recording the official proceedings and vital statistics of the City of North Las Vegas.

City Council - the legislative body that governs the City of North Las Vegas.

City Manager - a person not publicly elected but appointed by the City Council to manage the City of North Las Vegas.

City Records - information, minutes, files, accounts or other records, which the City of North Las Vegas is required to maintain, and which must be accessible to review by the public.

City Staff - any person currently employed by the City of North Las Vegas.

Contract – the written agreement between the City and the Respondent selected by the City as having the best Proposal, as approved by City Council and fully executed by the parties.

Key Personnel - defined City employees listed in Paragraph 27.

Pre-Proposal Meeting – a meeting that Respondent may attend to have the project requirements defined. This allows the Respondent to ask questions necessary to enable Respondent to provide a Proposal.

Nevada Public Records Law – as defined in NRS Chapter 239.

Proposal - document submitted in NGEM by Respondent to the City of North Las Vegas offering the product or service that meets the requested specifications. Respondent will fill out the Proposal documents with their price offering and complete all required documents.

Purchasing Department – The City of North Las Vegas Department that reviews the Proposals for compliance to specifications, reviews the pricing, and awards the Contract to the most responsive and responsible Respondent.

Recommendation of Award Notification – notification to the general public that the City has recommended a Respondent who has been selected based on having the best Proposal by meeting the criteria listed in the Proposal documents. This Recommendation of Award goes to

the City Council and upon City Council approval will be selected to fulfill the requirements as outlined in the Request for Proposal.

Representative – person who represents a company and compiles questions to enable the company to submit a proposal that accurately identifies the City's requirements.

Request for Proposals – the official legal published advertisement of the Proposal requirements.

Respondent(s) or Proposer(s) – Vendor who offers the requested service or product to the City on the official Reguest for Proposal.

Subcontractor - a person who, or business that, contracts to provide some service or material necessary for the performance of another's contract.

Warranty - a guarantee on purchased goods that they are of the quality represented and will be replaced or repaired if found to be faulty.

CITY OF NORTH LAS VEGAS

RFP 2023-002 City Employee Health and Benefits Brokerage Services

SCOPE OF WORK

1. **Introduction**: The City of North Las Vegas, founded in 1946, is located in Clark County, Nevada, currently occupies 101.069 square miles with a population estimate of 243,339 and is the fourth largest city in the State of Nevada. The City provides a full range of services, including a municipal court, public safety (police, fire, and building safety), water and wastewater, highways and streets, planning and zoning, parks and recreational facilities, community development and general administrative services. In addition to general governmental activities, the City Council exercises oversight responsibility for the North Las Vegas Library District and the North Las Vegas Redevelopment Agency. The City currently employs approximately 1,288 full-time equivalents, comprised of both represented and non-represented employee structure, and also services retirees.

The City operates under a Council-Manager form of government, with elected offices consisting of the Mayor, four City Council members and two municipal judge.

The City is requesting proposals from a qualified firm to provide professional insurance brokerage to assist in the management of the City's various insured and self-funded insurance programs in the areas listed below:

Employer Health and Benefits:

- a) Medical Insurance
- b) Dental Insurance
- c) Vision Insurance
- d) Life Insurance
- e) Stop Loss
- f) Accident Dismemberment and Disability
- g) Supplemental/Voluntary Insurance (including, but not limited to Accident, Cancer, Short Term Disability, Long Term Disability, Legal Plans, Term Life, Group Life, Whole Life)
- h) Retiree benefits

2. Scope of Work and Service Request

HEALTH AND BENEFITS

The successful Respondent shall solicit the City's health insurance and ancillary products from reputable insurance carriers, finding the desired products at the most competitive prices insurance coverage. Except for those years when a complete program marketing effort is sought, the successful firm shall manage the insurance renewal process. The firm chosen shall develop a project timeline and shall be available for planning, review, presentations, and implementation meetings.

Specific Services:

 Partner with the Human Resources and Benefits team at City in the administration of all group insurance plans including responding to questions from and providing information to staff, and providing other benefits-related advisory services throughout the plan year.

- Review and analyze claims experience, claim service, and claim administration to ensure maximum benefit to City.
- Determine and recommend the most cost efficient funding methods for benefit programs.
- Partner with carriers to develop Summary Plan Descriptions for the City on an annual basis.
- Provide the City with technology to include but not limited to items such as HR
 Connection (Customized client portal and benefit administration solution,
 provided by insurance brokers for HR administrators and employees), Intranet
 and/or a Communication Platform.
- Periodically review the health plans' claims and fees and provide a reasonable analysis of same versus comparative norms within the industry.
- Provide City with in-depth analysis of proposed alternatives and assist with the process of selecting the most favorable annual renewal options.
- Prepare bid specifications and solicit proposals, as needed, from insurance markets that specialize in group insurance plans.
- Evaluate bids and bidders, including administration, coverage, claim payment procedures, customer service, networks, reserve establishment policies and financial solvency.
- Ensure accurate follow-through on all negotiated contractual arrangements made between the City and its health insurance carriers.
- Partner with City to effectively manage the vendors that provide insurance or related services to City.
- Intervene and resolve problematic issues with providers, on an as needed basis, such as problems that may arise regarding claims, proper coverage, routine administration, and day- to-day account service.
- Apprise City of local and national benefit trends and provide benchmark survey data to help calibrate program offerings with employee and employer costs compared to similar organizations.
- Meet with and provide reports and presentations to various City representatives, including Senior Executives on a monthly basis and as reasonably requested.

- Provide City staff with accurate management reports, utilization review and information to include visual aids and presentations. The requested reports/analysis are required quarterly to include information from all carriers.
- Provide early warning of rate and coverage changes or renewal problems through a process to be mutually agreed upon with the City.
- Recommend innovative ideas and new products, programs and services to ensure a competitive, valued and cost effective benefits program. Provide City staff with information on new health/life/disability/voluntary programs, more cost effective products, future trends in employment, and employee benefits as they become available. Provide financial impacts of ideas proposed.
- As new programs become available, consult with City staff to develop an employee benefits program specific to the objectives of the City.
- Be available to answer questions or obtain answers from underwriters for policy coverage questions.
- Analyze annual renewals for all plans and periodically market each coverage.
 Create a Benefits Employee Guide and marketing plan to include all benefit programs on an annual basis.
- If necessary and at the request of City staff, develop an RFQ/RFP for soliciting proposals from health care providers.
- Develop strategies for presentation and implementation of any new benefits program to employee unions and other interested parties.
- Serve in an advisory capacity during City negotiations with collective bargaining units. This includes analysis of benefit proposals, providing counsel to negotiators and testifying at negotiating, mediation and arbitrator sessions as needed.
- Serve in an advisory capacity during the Nevada Legislative session. Provide the City Attorney and Human Resources with feedback on Bills related to the City's self-funded plans and estimate potential costs.
- Coordinate employee communication as needed and conduct employee information meetings as new programs are implemented, which may include attending and presenting information at benefit/education meetings and wellness campaigns to include but not limited to open enrollment.
- Conduct a claims audit, which randomly reviews the accuracy of claims administration for a period of up to three previous fiscal years.

- Assist the City in evaluating any self-insured plan and whether it is beneficial and the most economical compared to fully insured plans.
- Provide expert advice and/or testimony in disputes that may arise between the City and its labor unions as it pertains to the health benefit plans.
- Inform City staff of changing legislation and legal decisions affecting employee benefits, including, without limitation, the Affordable Care Act and Health Insurance Portability and Accountability Act (HIPAA). Advise and discuss methods to comply with these changes.
- Act as advisor on issues such as Internal Revenue Service (IRS) compliance, Section 125, Consolidated Omnibus Budget Reconciliation Act (COBRA), HIPAA, Medicare, Family and Medical Leave Act (FMLA), Americans with Disabilities Act (ADA), Health Care Reform, State and Federal regulations, City Codes/Ordinances, Retiree Benefit Plans, etc. Provide overall guidance to City with Health and Welfare regulatory compliance.
- The Broker will act an independent insurance advisor to the City and proactively provide ongoing unbiased professional advice, and recommendations that benefit the city, and shall solicit insurance coverage proposals and programs from markets.
- Introduce ideas to enhance City culture and improve employee productivity and morale.
- Develop short-range and long-range employee benefit goals and strategies.
- Provide any other services as deemed applicable by the City.

3. Cost Proposal

The City intends to compensate its insurance broker entirely by fees or fee credits (commissions) against an agreed upon amount and to minimize expenses for intermediary compensation. Respondents are encouraged to recommend ways to reduce the cost of insurance transactions to the City, including commissions paid to intermediaries. Respondents shall quote a firm-price fee for all services, including brokering of insurance, specified in this RFP, payable on a quarterly basis acceptable to the City. All direct insurance placements under this program will be made net of commission (i.e., any commissions received by the broker will be subtracted from the fee earned, and the remainder will be paid by the City). Neither Respondent nor any proprietor, affiliate, related entity, subsidiary, parent, or joint venture partner of Respondent will be allowed to accept other compensation for services under this agreement unless authorized to do so by the City. The successful Respondent shall agree to submit to audits to assure that it has accepted no other source of income related to this account. The successful Respondent shall agree to submit to audits to assure that it has accepted no other source of income related to this account. In those cases, where it is advantageous to the City do so, the City's insurance broker may receive commissions from insurers and credit the full amount against fees due from the City.

Insurance Placements Made Through Intermediaries

The City recognizes that it may be necessary to place insurance through intermediaries such as London Brokers or wholesalers, possibly including affiliates, subsidiaries, parent, or joint venture partners of the City's insurance broker. Where coverage is placed through an intermediary and cannot be placed net of commission, the City will allow its insurance broker to accept commission income. In such circumstances, the City will expect its insurance broker to negotiate, in good faith, the most favorable allocation of commissions between the City's insurance broker and the intermediary so that the City's insurance broker receives the largest portion of the total commission that it can negotiate. The City will require its insurance broker to immediately disclose and net any commissions so obtained against fees due from the City for brokerage services.

- 4. Additional Documents required for your Proposal: The following information is mandatory and should be separately identified. Failure to complete and submit any section may be grounds for rejection. These documents are attached as exhibits to this Scope of Work:
 - EXHIBIT A OFFER STATEMENT AND BUSINESS FORM Provide the name and address of Respondent for purpose of notice or other communication relating to the Proposal. Proposals must be signed by a business entity official who has been authorized to make such commitments.
 - EXHIBIT B CERTIFICATE-DISCLOSURE OR OWNERSHIP/PRINCIPALS This form must be notarized.
 - EXHIBIT C QUALIFICATIONS AND EXPERIENCE References Provide three (3) governmental agencies or private businesses with which you have conducted business transactions during the past five (5) years. At least two (2) of the references named are to have knowledge of your debt payment history.
 - EXHIBIT D AFFIDAVIT OF REJECTION OF WORKER'S COMPENSATION Please fill this form out in its entirety. This form must be notarized.
 - EXHIBIT E NON-COLLUSION AFFIDAVIT This form must be notarized.
 - EXHIBIT F Written Certification Required by NRS 332.065(3) for contracts with an estimated annual amount required for performance that is in excess of \$100,000.00.
 - EXHIBIT G Template of City of North Las Vegas Service Agreement. Any and all exceptions to the terms of this agreement with explanation must be turned in with electronic submission of the proposal.
 - EXHIBIT H Insurance Brokerage Services Questionnaire.
 - EXHIBIT I Pricing Proposal Form.

- **5. Evaluation Process:** Proposals will be evaluated by a selection committee. The evaluation process is composed of the following steps:
 - (1) Review of all Proposals for conformance to this RFP.
 - (2) The elimination of all Proposals, which deviate substantially from the basic intent of the solicitation.
 - (3) An evaluation of the remaining Proposals.
 - (4) Interviews and presentation(s) of Proposals by Respondents (if the City determines a need for such).
 - (5) Possible unannounced visit by some or all of the City selection committee to one or more of the projects/businesses represented by Respondent.
 - (6) Selection of one Proposal which will be recommended to the City of North Las Vegas City Council.
 - (7) Negotiation/finalization of a Professional Services Agreement between the City and the selected Respondent.
- 6. Evaluation Factors: The City reserves the right to accept a Proposal other than the lowest total expense offered. The following factors will be considered in the evaluation of individual Proposals. The City's Selection Committee will score each Proposal on a 100-point scale. The purpose of scoring the Proposals is to establish a prioritized order in which to continue further discussions. The following are the criteria and points associated for each that the committee will be using:

SUBJECT	CRITERIA	POINTS
Staff Experience and Qualifications	Proposed staff shall have demonstrated experience in performing the services specified in the "Scope of Work". The Respondent shall demonstrate the experience of the firm in providing requested services and, more importantly, experience in providing those services to public entities, including the availability of other support services.	30
Responsiveness	Responsiveness – Evaluation of the firm's approach, methodology and implementation plan to the "Scope of Work" including: An understanding of each task and deliverable provided, including fully responding to all check list items requested in the RFP. The work plan for each service(s); and An understanding of the Broker's fiduciary responsibility	15
Market access	Access to the broadest possible market for the coverage required for public entities and the City.	20
Cost	The compensation proposal should include information as requested under the compensation section of this RFP for the	25

	Scope of Work. A total "not-to-exceed" price must be identified in the Pricing Proposal Form	
MBE, WBE, DVBE	Is the business a minority, women or disabled veteran business enterprise	10

Proposals will be evaluated based on the following:

- Superior ability or capacity to meet particular requirements of contract and needs of City Department and those it serves.
- Superior prior experience of respondent and its staff.
- Superior quality, efficiency, and fitness of proposed solution for City Department.
- Superior skill and reputation, including timeliness, and demonstrable results.
- Lower cost.
- 7. Award of Contract: The recommendation by the selection committee to the City Council to award the Contract will be based upon the Proposal which is most advantageous to the City. All Proposals shall remain firm for ninety (90) calendar days after the Proposal opening. Refer to the Evaluation Process and Evaluation factors sections within this document.
- **8. Modifications:** The City may institute changes or modifications to the Work and will notify all participants in a timely manner by an addendum to this RFP.
- 9. Rejection of Proposals: The City reserves the right to reject any and all Proposals received in response to this solicitation if determined not to be in the best interest of the City. Once received, the Proposals shall become the property of the City and are subject to public disclosure under the Nevada Public Records Act. Respondents are not entitled to recover any Request for Proposal preparation costs or other damages should the City not make an award or fail to successfully negotiate the Contract.
- **10. Incorporation of Proposal into the Contract:** The contents of the RFP and the selected Respondent's Proposal shall be incorporated, in total, into the Contract. In the event there is a conflict between the RFP and the Contract, the terms of the Contract will prevail.

11. Proposal Format

A. Proposals submitted in response to this RFP must include a cover letter signed by the person authorized to issue the proposal on behalf of the Applicant, and the following information, in the sections and order indicated:

- 1. Table of Contents
- 2. Introduction/Executive Summary
 - Provide an overview of the services being sought and proposed scope of services.
- 3. Applicant Profile
 - Provide a narrative description of the Applicant itself, including the following:
 - Applicant's business identification information, including name, business address, telephone number, website address, and

- federal taxpayer identification number or federal employer identification number;
- A primary contact for the Applicant, including name, job title, address, telephone and fax numbers, and email address;
- A description of Applicant's business background, including, if not an individual, Applicant's business organization (corporation, partnership, LLC, for profit or not for profit, etc.), whether registered to do business in North Las Vegas and/or Nevada, country and state of business formation, number of years in business, primary mission of business, significant business experience, whether registered as a minority-, woman-, or disabled-owned business or as a disadvantaged business and with which certifying agency, and any other information about Applicant's business organization that Applicant deems pertinent to this RFP.

4. Project Understanding

- Provide a brief narrative statement that confirms Applicant's understanding of, and agreement to provide, the services and/or tangible work products necessary to achieve the objectives of the project that is the subject of this RFP. Applicant shall describe how the Applicant's business experience will benefit the project.
- 5. Proposed Scope of Work, including a cost proposal and project timetable (schedule), in accordance with, "Scope of Work," of this RFP.
- 6. Statement of Qualifications; Relevant Experience
 - Provide a statement of qualifications and capability to perform the services sought by this RFP, including a description of relevant experience with projects that are similar in nature, size and scope to that which is the subject of this RFP. If any minimum qualifications for performance are stated in this RFP, Applicant must include a statement confirming that Applicant meets such minimum requirements.

City of North Las Vegas Request for Proposal ("RFP") RFP 2023-002 City Employee Health and Benefits Brokerage Services

EXHIBIT "A" PROPOSAL SUBMITTAL PAGE

This Proposal is submitted in response to RFP 2023-002 City Employee Health and Benefits Brokerage Services and constitutes an offer by this company to enter into a contract as described herein.

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)		LEGAL I	NAME OF FIRM	
AUTHORIZED SIGNATURE			DATE	<u></u>
TITLE	TELEPHON	HONE NUMBER FAX NUMBER		_
	ADDRESS OF F	FIRM		
CITY		STATE	ZIP	CODE
E-MAIL ADDRESS:				
CNLV-BUSINESS LICENSE NO:				
A COPY OF MY CNLV BUSINESS	S LICENSE IS A	TTACHED		
FOR INFORMATIONAL PURPOSI Is this firm a ESB, Minority, Womer No Yes If YES specif	or Disabled V		-	
Has this firm been certified as a ES No Yes If YES specif Please attach a copy of your certific	y Certifying Ag			•

EXHIBIT "B" FORM A CERTIFICATE – DISCLOSURE OR OWNERSHIP/PRINCIPALS

1. **DEFINITIONS**

"City" means the City of North Las Vegas.

"City Council" means the governing body of the City of North Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of North Las Vegas.

"Principal" means, for each type of business organization the following: (a) sole proprietorship – the City of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. INSTRUCTIONS

The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

3. INCORPORATION

This Certificate shall be incorporated into the resulting Contract or agreement, if any, between the City and the Contracting entity. Upon execution of such Contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the Contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	Block 2 Description
Name	RFP 2023-002 City Employee Health and Benefits Brokerage Services
Address	
Telephone	
EIN or DUNS	

BLOCK 3	TYPE OF BUSINESS					
	5	1. % 11. 1.11%		- .	0.1	
Individual	Partnership	Limited Liability Company	Corporation	Trust	Other:	

EXHIBIT "B" (CONTINUED) FORM B

CERTIFICATE - DISCLOSURE OR OWNERSHIP/PRINCIPALS

CERTIFICATE-DISCLOSURE OR OWNERSHIP/PRINCIPALS (Continued)

BLOCK 4 DISCLOSURE OF OWNERSHIP AND PRINCIPALS

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 5 above. A description of such disclosure documents must be included below. I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate.

BLOCK 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

	Name	
	Date	
Subscribed and sworn to before me thisday of		
Notary Public		
rectary i dono		

EXHIBIT "C"

QUALIFICATIONS AND EXPERIENCE RESPONDENT

Name:	
Respondent shall provide a brief des of years in operation.	scription of the Responder's qualifications, certifications, experience, and number
	acts similar in size and scope that have been completed in the past five (5) years. ferences for the companies identified. Ensure references have given permission
Example Contract 1:	
Company Name:	
Company Address:	
Point of Contact:	Phone Number:
E-Mail Address:	
Brief Description of Contract Scope:	
Term of Contract (Base plus Option Y	ears):
Year of Base Contract Award:	Year Contract Completed:
Base Contract Amount: \$	Total Contract Amount (including all option years) \$
Did the contract contain a liquidated d	amages clause? ☐ YES ☐ NO
If yes, were damages assessed?	VES NO. If yes, what was the amount assessed? \$

EXHIBIT "C"

QUALIFICATIONS AND EXPERIENCE RESPONDENT (CONTINUED)

Example Contract 2:		
Company Name:		
Company Address:		
Point of Contact:	Phone Number:	
E-Mail Address:		
Brief Description of Contract Scope:		_
Term of Contract (Base plus Option Years)	:	_
Year of Base Contract Award:	Year Contract Completed:	
Base Contract Amount: \$	Total Contract Amount (including all option years) \$	
Did the contract contain a liquidated damag	ges clause? ☐ YES ☐ NO	
If yes, were damages assessed? \square YES	□ NO If yes, what was the amount assessed? \$	_
Example Contract 3:		
Company Name:		
Company Address:		
Point of Contact:	Phone Number:	
E-Mail Address:		
Brief Description of Contract Scope:		_
Term of Contract (Base plus Ontion Years)	÷	_
		_
	Year Contract Completed:	
Base Contract Amount: \$	Total Contract Amount (including all option years) \$	_
Did the contract contain a liquidated damag	ges clause? YES NO	
If ves, were damages assessed? ☐ YES	NO If yes, what was the amount assessed? \$	

EXHIBIT "D" AFFIDAVIT OF REJECTION OF COVERAGE FOR WORKERS' COMPENSATION UNDER NRS 616B.627 AND NRS 617.210

In the State	of Nevada, County of Clark,		, be	eing duly sworn,		
deposes ar	nd says:					
1.	I make the following assertions po	ursuant to NRS 61	6B.627 and NRS 617.2	210.		
2.		I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of North Las Vegas.				
3.	In accordance with the provisions the terms, conditions and provision thereto.					
4.	I am otherwise in compliance with 616D, inclusive, of NRS.	n the terms, condit	ions and provisions of o	chapters 616A to		
5.	In accordance with the provisions the terms, conditions and provision			e included within		
6.	I am otherwise in compliance with NRS.	n the terms, condit	ions and provisions of o	chapter 617 of		
7.	I acknowledge that the City of No the employer of my employees, if principal contractor to me or my e as a result of an industrial injury of Contract.	any; and that the employees, if any,	City of North Las Vega for any compensation of	s is not liable as a or other damages		
I,		lo here swear und	er penalty of perjury tha	at the assertions of		
this affidavi	t are true.					
	5	Signed this	_ day of	, 20		
	\$	Signature				
State of						
County of _						
Signed and	sworn to (or affirmed) before me	on this	day of	, 20,		
by	(name of person m	aking statement).			
		Notary Signatu	re			
		-				

EXHIBIT "E" NON-COLLUSION AFFIDAVIT



CITY OF NORTH LAS VEGAS

Non-Collusion Affidavit

State of _	County of _		
	County of _	_ being first duly sworn o	deposes that:
(1)	He/She is the		
	has submitted the attached Proposal;		
(2)	He/She is fully informed respecting the of all pertinent circumstances respectin		nts of the attached Proposal and
(3)	Such Proposal is genuine and is not a	collusive or sham Propo	sal;
(4)	Neither the said Firm nor any of its officer parties in interest, including this afragreed, directly or indirectly, with any of proposal in connection with the contract submitted or to refrain from making a por collusion or communication or confect or cost element of the proposal price or collusion, conspiracy, connivance, or North Las Vegas or any person interest.	fiant, has in any way of ther vendor, firm, or persect or agreement for which proposal in connection we rence with any other firm the proposal price of an unlawful agreement any ed in the proposed Con	colluded, conspired, connived or son to submit a collusive or sham the attached Proposal has been with such contract or agreement, m, or, to fix any overhead, profit, y other firm, or to secure through y advantage against the City of tract or agreement; and
(5)	The Proposal of service outlined in the I conspiracy, connivance, or unlawful agrepresentatives, City, employees, or page 1975.	eement on the part of th	ne Firm/team or any of its agents,
(Signed):			
	Title:		
Subscribe	ed and sworn to before me this	day of	20
Notary P	ublic		
My Comr	nission expires:		

EXHIBIT "F" WRITTEN CERTIFICATION



CITY OF NORTH LAS VEGAS

WRITTEN CERTIFICATION PURSUANT TO NRS 332.065(3)

Pursuant to NRS 332.065(3), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Respondent agrees and certifies that it does not currently boycott Israel and will not boycott Israel during any time in which it is entering into, or while in contract, with the City. If at any time after the signing of this certification, the Respondent decides to engage in a boycott of Israel, the Respondent must notify the City in writing.

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)	LEGAL NAME OF RESPONDENT
AUTHORIZED SIGNATURE	DATE
TITLE	

EXHIBIT "G" Exceptions to North Las Vegas Service or Purchase Agreement



CITY OF NORTH LAS VEGAS

Please provide an explanation to any and all exceptions on terms of the North Las Vegas Service Agreement.

CITY EMPLOYEE HEALTH AND BENEFITS INSURANCE BROKER SERVICES AGREEMENT

This City Employee Health and Benefits Insurance	Brokerage Services Agreement
("Agreement") is made and entered into as of	("Effective Date") by and
between the City of North Las Vegas, a Nevada municipal corp	poration ("City") and [<mark>insert full</mark>
legal name of Provider entity], a [insert entity type and state of o	rigin] ("Provider").

WITNESSETH:

WHEREAS, the City requires insurance brokerage services for employee health and benefits, as more particularly described in the City Employee Health and Benefits Brokerage Services Request for Proposal, RFP 2023-002 ("RFP"), attached hereto as Exhibit A ("Services"); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

SECTION ONE SCOPE OF SERVICES

- 1.1. Provider shall perform the Services in accordance with the RFP terms, incorporated herein and attached as Exhibit A, Services Provider's response to the RFP dated [insert date], incorporated herein and attached as Exhibit B, and the terms, conditions, and covenants set forth in this Agreement. Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.
- 1.2. Provider shall, at its own expense, comply at all times with all municipal, county, state, and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

SECTION TWO TERM

2.1. This Agreement shall commence on the Effective Date and will continue to be in effect for three (3) years ("Term"), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager or his/her designee may extend the Term for up to two (2) additional one-year periods upon written notice to the Provider.

SECTION THREE COMPENSATION

	3.1.	Provider	will pro	ovide the	Sei	rvices	[<mark>at</mark>	the	rate	of OR	in	the c	amount	of]
[\$]	, which	includes	all	fees	for	time	and	labor,	over	head	mater	ials,
equip	ment, in	surance, li	censes, ai	nd any otl	ner co	osts. P	rovi	der's	prices	may no	ot be i	incre	ased du	ring
the T	erm. Per	riodic prog	ress billi	ngs will	be di	ue and	d pay	yable	withi	n 30 da	ys of	pres	sentatio	n of
invoi	ce, provi	ded that ea	ach invoi	ce is com	plete	e, corr	ect,	and u	ndisp	uted by	the C	City.	The ani	nual
not to	exceed	amount of	this Agre	ement is	[_] (\$). The t	total
not to	exceed	amount of	this Agre	eement is	[_] (\$			_).	

SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES

- 4.1. This Agreement may be terminated, in whole or in part, with or without cause, by the City, through its City Manager or his/her designee, upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.
- 4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.
- 4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES

- 5.1. The Provider hereby represents and warrants for the benefit of the City, the following:
 - 5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

- 5.1.2. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.
- 5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

SECTION SIX INDEMNIFICATION

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

SECTION SEVEN INDEPENDENT CONTRACTOR

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION

8.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

8.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

SECTION NINE INSURANCE

- 9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:
 - 9.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.
 - 9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
 - 9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.
 - 9.1.4. Professional Liability (errors and omissions): Insurance appropriate to the Provider's profession with limit no less than \$3,000,000.00 per occurrence or claim, \$6,000,000.00 aggregate.
 - 9.1.5. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.
 - 9.1.6. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - 9.1.6.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

- 9.1.6.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.
- 9.1.6.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- 9.1.6.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- 9.1.6.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.
- 9.1.6.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 9.1.6.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
- 9.1.6.8. Claims Made Policies: If any of the required policies provide claims-made coverage:
 - 9.1.6.8.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - 9.1.6.8.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - 9.1.6.8.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date

prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

- 9.1.7. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- 9.1.8. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION TEN NOTICES

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas

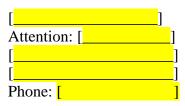
Attention: Joy Yoshida

2250 Las Vegas Blvd., North, Suite 820

North Las Vegas, NV 89030

Phone: 702-633-1745

To Provider:



10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

SECTION ELEVEN SAFETY

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29

C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. <u>Safety Equipment</u>. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION TWELVE ENTIRE AGREEMENT

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

SECTION THIRTEEN MISCELLANEOUS

- 13.1. <u>Governing Law and Venue</u>. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.
- 13.2. <u>Assignment</u>. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void.
- 13.3. <u>Amendment</u>. This Agreement may be amended or modified only by a writing executed by the City and Provider.
- 13.4. <u>Controlling Document</u>. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.
- 13.5. <u>Time of the Essence</u>. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.
- 13.6. <u>Waiver</u>. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

- 13.7. <u>Waiver of Consequential Damages</u>. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.
- 13.8. <u>Severability</u>. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.
- 13.9. <u>No Fiduciary or Joint Venture</u>. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.
- 13.10. <u>Effect of Termination</u>. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.
- 13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.
- 13.12. <u>Fiscal Funding Out</u>. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.
- 13.13. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.
- 13.14. <u>Interpretation</u>. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall

not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- 13.15. <u>Electronic Signatures</u>. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.
- 13.16. <u>Counterparts</u>. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.
- 13.17. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- 13.18. <u>Boycott of Israel.</u> Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.
- 13.19. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

[The remainder of page is intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas, a Nevada municipal corporation	[], a []
By:Pamela A. Goynes-Brown, Mayor	By: Name: Title:
Attest:	
By: Jackie Rodgers, City Clerk	
Approved as to form:	
By: Micaela Rustia Moore, City Attorney	

EXHIBIT A

RFP 2023-002

Please see the attached page(s).

EXHIBIT B

Services Provider's Response to RFP

Please see attached page(s).

EXHIBIT "H" Insurance Brokerage Services Questionnaire



CITY OF NORTH LAS VEGAS Insurance Brokerage Services Questionnaire

- ** Please include the following information in your proposal for your firm when addressing your firms' approach to the "Scope of Services":
- 1. Provide your firm/agency name and a brief history of your firm. The description should include the size of the firm, number of employees, revenues and areas of specialization. Include the premium volume both nationally and for the local office that will be handling this account. Indicate the type of coverages placed. Indicate the percentage of premium placed for coverage type. Indicate the experience with public and governmental entities and the volume of coverage placed for entity type. Indicate how long the firm has been in business and how long you have had a local office.
- 2. Present the qualifications and experience of brokerage personnel who will be assigned to this account. Provide resumes for the account manager, other individuals who will be assigned to this account and identify the extent of their experience in providing services to governmental entities. Indicate the reporting structure and whether this person or office reports to a national office. Specify location of any offices that may service the City account. Specify any insurance designations that your staff maintains such as CPCU, ARM, AIC, CIC. Specify the role of each individual and that individual's reporting relationship within your office. Please provide an Organization Chart.
- 3. Provide a list of your governmental entity clients during the past 5 years, the type of insurance/services provided and the names and telephone numbers of contacts for each entity who may be contacted for reference purposes. Please include any and all governmental clients currently handled by the account manager your firm intends to assign to this account.
- 4. Provide a description of how you would propose to market the City's insurance program. Specify markets you would approach, your experience with those markets and the strategy you would use. List insurers you would approach, in order of preference, to provide coverage for the City. Indicate any proprietary programs for governmental entities. For each insurer, list the current Best's rating for that firm and whether that firm is admitted or non-admitted in Nevada.
- 5. If you intend to utilize the services of a co-broker, describe what specific services that co-broker will provide and the history of your relationship with that co-broker.

- 6. Does your agency retain full-time employees engaged in specialty areas such as in-house claims and loss control and safety services? Describe the services, level of availability and provide employees' names with a brief resume of their experience.
- 7. The proposed cost of the services outlined in this RFP. Is the cost all-inclusive, or do certain services require additional fees? Please make it clear what your costs cover. The City reserves the right to negotiate the scope of work and applicable costs with the selected vendor.

EXHIBIT "I" Insurance Broker Services Pricing Proposal Form



CITY OF NORTH LAS VEGAS Insurance Broker Services Pricing Proposal Form

Please describe your fees for proposed services (Health Insurance Benefits) and are they fixed or variable per project. Also, please describe any commission fees and structure for all services.

Mayor **Pamela A. Goynes-Brown**

City Manager **Ryann Juden, J.D., Ph.D.**

Council Members
Isaac E. Barron
Ruth Garcia Anderson
Scott Black
Richard J. Cherchio



Finance Department

2250 Las Vegas Boulevard, North · Suite #708 · North Las Vegas, Nevada 89030 Telephone: (702) 633-1463 · Fax: (702) 669-3328 · TDD: (800) 326-6868 www.cityofnorthlasvegas.com

February 23, 2023

CITY OF NORTH LAS VEGAS REQUEST FOR PROPOSAL ("RFP") RFP 2023-002 City Employee Health and Benefits Brokerage Services

Addendum #1

The deadline for questions for this proposal was 12:00 p.m., February 22, 2023.

The following are the questions that were received along with the answers to those questions.

Question 1. The RFP states, "you are cautioned not to put any material into the Proposal that is proprietary in nature." In Exhibit "C", respondents are asked to provide contract details that could be viewed as proprietary. Please see below for the section and wording:

EXHIBIT "C" QUALIFICATIONS AND EXPERIENCE RESPONDENT			
Term of Contract (Base plus Option '	Years):		
Year of Base Contract Award:	Year Contract Completed:		
Base Contract Amount: \$option years) \$	Total Contract Amount (including all		

What impact would leaving these responses blank have on a respondent's consideration by the committee?

What impact would stating that this information will be provided if selected as a finalist have on a respondent's consideration by the committee?

Answer: This information must be provided so that we can evaluate you have

operated a similar program.

Question 2. Can you share with us a copy of the current contract (broker agreement) that is in place?

Answer: This will need to be requested via the City's Public Records Request at the following address.

http://www.surveygizmo.com/s3/5736794/Public-Records-Act-Request-Form-07-2020

Question 3. Can you share with us who the current broker is?

Answer: USI Insurance Services LLC (formerly Orgill/Singer& Associates, Inc.)

Question 4. Who participated in writing this RFP? Did your current Broker of Record help support this RFP?

Answer: No. The RFP was written solely by the City of North Las Vegas.

Question 5. In relation to the Scope of Work for Question 2, bullet point 5, "Provide the City with technology to include......"

Please tell us who your current Payroll/HRIS system is.

Does the City have an intranet site currently being supported by their Broker of Record?

Answer: Current Payroll/HRIS system is Oracle. The City has an intranet site that is managed internally not by the Broker of Record.

Question 6. Please describe the Active Enrollment/Eligible and the Retiree Enrollment/ Eligibility.

Answer: The benefits eligibility for Active is 1st of the month following date of hire and Retiree is 1st of the month following retirement date (last day worked with the City).

Question 7. Current Active Plan type, total cost, contribution and benefits.

Answer: This question does not appear to be applicable to the Request for Proposal.

Question 8. Current Retiree options and rules for both early and post 65+ eligible inclusive of plan type, total cost, contribution and benefits.

Answer: This question does not appear to be applicable to the Request for Proposal.

Question 9. Current Broker of Record and compensation.

Answer: USI Insurance Services, LLC - \$75,000.00 annually

Question 10. Is the current or proposed Broker contract net of commission?

Answer: Yes

Question 11. Confirm on page 22, is Block 2 complete?

Answer: Yes Block 2 is complete

Question 12. Is the City satisfied with the overall support provided by their Broker of Record?

Answer: This question does not appear to be applicable to the Request for Proposal.

Question 13. What are the desired changes or enhancements the City is looking for in a new Broker of Record?

Answer: The City periodically performs due diligence to ensure that we are receiving the best value for the funds we are expending. To recommend innovative ideas and new products, programs and services to ensure a competitive, valued and cost effective benefits program. Develop strategies for presentation and implementation of any new benefits program.

Question 14. What are the total belly buttons on the plan?

Answer: 1,716

Question 15. Can you disclose if you have current ERD, Hemophiliacs, premature childbirths and organ transplants?

Answer: This question does not appear to be applicable to the Request for Proposal.

Question 16. Can you disclose your top 10 RX fills?

Answer: This question does not appear to be applicable to the Request for Proposal.

Question 17. What is your total Specialty Rx spend?

Answer: This question does not appear to be applicable to the Request for Proposal.

Question 18. What are your current cost containment strategies?

Answer: Disease care management, wellness initiatives, weight-loss programs,

utilization.

Question 19. What is your annual premium?

Answer: This question is vague and ambiguous therefore we are unable to formulate a

response.

Question 20. Who is your Current carrier?

Answer: USI Insurance Services, LLC

Question 21. How many high cost claimants at the 25k threshold and above?

Answer: This question does not appear to be applicable to the Request for Proposal.

Question 22. What is the current Spec/Agg?

Answer: \$275,000

Question 23. If not, please clarify.

Answer: N/A

Question 24. Are both medical and Rx self-funded for All employee health plans?

Answer: It depends on the employee groups. The City has fully-insured and self-

funded plans.

Question 25. Will you accept a Co-Broker partnership?

Answer: No

Question 26. Can you provide the reason for the Stop Loss limit?

Answer: This question does not appear to be applicable to the Request for Proposal.

Question 27. What is the current Stop Loss limit?

Answer: \$275,000

Question 28. Why is the RFP out to bid?

Answer: This question does not appear to be applicable to the Request for Proposal.

Question 29. If so, can you share what the fee is?

Answer: \$75,000 annually

Question 30. Is there a current Fee for Broker Services?

Answer: \$75,000 annually

Question 31. Is CNLV open to allowing awarded broker to receive commissions on voluntary products placement?

Answer: No

Question 32. Will all questions & answers submitted be shared with all respondents?

Answer: Yes

Question 33. Can the City confirm if it is seeking both employee benefits and property & casualty consulting or just employee benefits?

Answer: Just employee benefits.

Question 34. How many collective bargaining units are currently in place with the City? How frequently are each negotiated?

Answer: The City has a total of 9 collective bargaining units. The frequency in which the CBA's are negotiated may vary.

Question 35. Can you please post the current contract, scope of services and current fee structure?

Answer: This will need to be requested via the City's Public Records Request at the following address.

http://www.surveygizmo.com/s3/5736794/Public-Records-Act-Request-Form-07-2020

Question 36. Is it preferred to submit Exhibits A-F as one PDF or as separate documents?

Answer: This is at the discretion of the proposer

Question 37. The submission portal asks for redlines for Exhibit G, but the RFP does not state our exceptions need to be returned in redline. Please clarify if we should return our exceptions with the Service Agreement redlined, or if we can submit bulleted items for our exceptions.

Answer: Do not redline Exhibit G. Please provide bullets or paragraphs with detailed exceptions and proposed language if needed.

Marie Leake

Procurement Manager

City of North Las Vegas RFP 2023-002 City Employee Health and Benefits Brokerage Services

Optional Pre-Proposal Meeting held on February 15, 2023 at 10:00 a.m. via Google Meet conference call Conference Call Attendees

City of North Las Vegas

Joy Yoshida, Buyer
Sally Ihmels, Assistant City Manager
Wilson Edgell, Director of Human Resources
Kimberly Koch-Lee, Employee Benefits Manager

Vendors

Assured Partners
Allison Adams
Vice President, Benefits
375 E. Warm Springs Rd., Ste. 201
Las Vegas, NV 89119
o: 702.850.2182

e: allison.adams@assuredpartners.com

David Dahan
Chairman Nevada
USI Insurance Services
8360 West Sahara, Suite 110, Las Vegas, Nevada 89117
725.206.6922 | f: 702.796.6834 |
David.dahan@usi.com| www.usi.com

Kevin Monaghan LP Insurance Services kevin.monaghan@lpins.net 775.996-6016

Koner Bills GBS Benefits 7881 W. Charleston Blvd. #140 Las Vegas, Nevada 89117 P 702.686.3076 E koner.bills@gbsbenefits.com O 702.947.4073

Mitchell Laughton
The Laughton Co.
D: 775 337 6005 LE

D: 775.327.6005 | F: 775.323.5811 Email: <u>mlaughton@laughtonco.com</u>

Parke LeCates GBS Benefits parker.lecates@gbsbenefits.com Phone: 702-947-4031

EXHIBIT B

Services Provider's Response to RFP

Please see attached page(s).



RFP 2023-002 Addendum 1 GBS_Denver Supplier Response

Event Information

Number: RFP 2023-002 Addendum 1

Title: City Employee Health and Benefits Brokerage Services

Type: Request for Proposal

Issue Date: 2/8/2023

Deadline: 3/1/2023 01:00 PM (PT)

Notes: The City is requesting proposals from a qualified firm to provide

professional insurance brokerage to assist in the management of the City's various insured and self-funded insurance programs in the

areas listed below:

Employer Health and Benefits:

- a) Medical Insurance
- b) Dental Insurance
- c) Vision Insurance
- d) Life Insurance
- e) Stop Loss
- f) Accident Dismemberment and Disability
- g) Supplemental/Voluntary Insurance (including, but not limited to Accident, Cancer, Short Term Disability, Long Term Disability, Legal

Plans, Term Life, Group Life, Whole Life)

h) Retiree benefits

Contact Information

Contact: Joy Yoshida

Address: 2250 Las Vegas Blvd. Suite 820

North Las Vegas, NV 89030

Phone: 1 (702) 6331745

Email: yoshidaj@cityofnorthlasvegas.com

Page 1 of 2 pages Vendor: GBS_Denver RFP 2023-002 Addendum 1

GBS Denver Information

Address: 6300 S SYRACUSE WAY STE 700

CENTENNIAL, CO 80111

Phone: (303) 889-2780

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

Shawn Adkins shawn_adkins@ajg.com
Signature Email

Submitted at 2/28/2023 09:31:18 AM (PT)

Supplier Note

Thank you for the opportunity to submit our proposal. Please note, we included all our required attachments on the response attachment tab. In addition, we posted our proposal under the "other" section under this tab as well. We really look forward to hearing from you soon!

Requested Attachments

Required Documents

City_of_North_Las_Vegas - Gallagher_Exhibits_A-F.pdf

Exhibits A, B, C, D, E and F, must be submitted as part of your proposal response.

Required Documents

 $City_of_North_Las_Vegas - Gallagher_Exhibits_G.pdf$

Exhibit G must be submitted as part of your response. Any and all exceptions to CNLV service agreement must be noted in your response. All redlines to Exhibit G must be submitted as part of your response. No redlines will be accepted after proposal submission.

Required Documents

City_of_North_Las_Vegas - Gallagher Exhibits_H-1.pdf

Exhibits H and I, must be submitted as part of your proposal response.

Response Attachments

City_of_North_Las_Vegas - Gallagher Proposal.pdf

Thank for the opportunity to submit our proposal.

Bid Attributes

1 Acknowledgment of Addendum #1

I acknowledge Receipt of Addendum #1

Acknowledgment of Receipt of Addendum #1 (Acknowledgment of Receipt of Addendum #1)

Page 2 of 2 pages Vendor: GBS_Denver RFP 2023-002 Addendum 1

City of North Las Vegas

Gallagher Response to Request for Proposal

RFP 2023-002 City Employee Health and Benefits Brokerage Services

Shawn Adkins | Area Vice President

Gallagher Benefit Services, Inc.

6300 South Syracuse Way, 7th Floor Centennial, CO 80111

March 01, 2023



Table of Contents

Executive Summary	
Applicant Profile	
Project Understanding	
Proposed Scope of WorkSpecific Services	7
Statement of Qualifications; Relevant Experience	
Addendum Acknowledgement	1/



Executive Summary

We are excited to respond to the City of North Las Vegas' (the City) RFP, and we appreciate your consideration of Gallagher as your partner. Our response reflects our understanding of the industry landscape and our ability to support your efforts to make informed decisions about your employee benefits and wellness programs while also optimizing your total rewards and organizational wellbeing strategies.

The environment in which organizations operate today is extremely challenging. Many organizations have had to re-evaluate their short and long term goals to focus on the unique obstacles this year has presented to leaders, staff, and their communities. Human resource professionals must not only respond to complex challenges and opportunities, but transcend them to achieve organizational objectives and advance their organization's mission. To help manage these challenges, you need a creative, proactive partner who excels in both big picture thinking and the attention to detail that your organization requires. We believe Gallagher is that partner.

Gallagher prioritizes engaging in our own communities - encouraging our offices around the world to invest, participate, and immerse themselves into their own local communities. Our roots are based out of Chicago, IL and our founding family is in its third generation of leading the company. Since our founding in 1927, we've strived for excellence in delivering insurance, risk management, employee benefits, and human resources consulting solutions, dedicated to providing superior customer service with a focus on ethics and social responsibility. We take pride in being a client-focused organization with a solid track record of exceeding client expectations.

We recognize the importance of core values and attributes within an organization. As you'll find throughout our entire proposal, we firmly believe that our approach to each client organization needs to be unique - it needs to be with your needs in mind, first. As proud as we are of our growth, we are more proud that we have been able to maintain Gallagher's unique culture as we continue to add to our Gallagher family. It is a culture of ethics and service. One of collaboration in a common interest – the best interest of every client, everywhere. And it's summed up in the 25 tenets of The Gallagher Way. The following represents how we believe the strong cultural values of a broker partner – inquiry, equality, compassion, and excellence – align with our shared values as an organizations, and how we will ensure a successful partnership and collaboration with the City:

INQUIRY

Our Tenet #4 We can all improve and learn from one another.

Our Tenet #20 We run to problems – not away from them.

Lean on your Gallagher team, who are all dedicated members of our Benefits & HR consulting division.

- Utilize the data and insights from our annual Benefits Strategy & Benchmarking Survey to not only enhance your benefits strategy but analyze the competitiveness of your plan design.
- Conduct a proprietary Workforce Evaluation to gain better insight into your employee population demographics.
- Make sense of ever-changing healthcare requirements and other legal mandates with an audit and ongoing guidance from our Compliance consulting team.
- Think outside of the box with cost containment strategies including modeling of plan design, self-funding strategies, premium equivalent rates, target cost drivers, employee value insights and employee contribution strategies.

EQUALITY

Our Tenet #5 There are no second-class citizens – everyone is important and everyone's job is important.

Our Tenet #14 Never ask someone to do something you wouldn't do yourself.

- Utilize our data mining tools to ensure all employees' voices are heard when it comes to benefit preferences.
- Build a relationship of trust to create experiences and results that inspire confidence.
- Let ethics drive the engagement. Gallagher has been named one of the World's Most Ethical Companies, every year since 2012.



COMPASSION

Our Cultural Alignment Our Tenet #7 Empathy for the other person is not a weakness.

Our Tenet #13 Professional courtesy is expected.

- Understand the wants and needs of not only the leadership team, but your employee population with the Gallagher Better WorksSM Assessment.
- Develop customized solutions that align your institutional philosophy with the diverse needs and expectations of your faculty, administrators, hourly staff and students.
- Have an advocate that delivers rich plan design, with proper administrative fees, at the right cost to your employees, by leveraging your size and the Gallagher network.

EXCELLENCE

Our Cultural Alignment Our Tenet #3 We push for professional excellence.

Our Tenet #24 We must continue building a professional company – together – as a team.

- Approach benefits comprehensively by focusing on your organizational, physical & emotional, career and financial wellbeing.
- Define benefits program finances, communication procedures and wellbeing/engagement efforts concisely and clearly to stakeholders.
- Create a comprehensive approach to develop a better workplace wellbeing strategy defined by a wellbeing-centric
 culture that will attract, engage and retain top talent at the right cost.

By choosing Gallagher, the City will join thousands of organizations from across the country who have found their consulting needs are best served by a consultant that specializes in your industry. As a Gallagher client, you will be supported by not only the power of a 39,000+ employee organization, but more than 4,500 benefits consulting specialists, account managers and consultants. These committed experts, coupled with our product line resources and industry expertise, have the proven experience and influence to respond to your most complex human resources and risk management challenges.

With warm regards,

Shawn Adkins

Area Vice President



Applicant Profile

PROVIDE A NARRATIVE DESCRIPTION OF THE APPLICANT ITSELF, INCLUDING THE FOLLOWING:

• Applicant's business identification information, including name, business address, telephone number, website address, and federal taxpayer identification number or federal employer identification number:

Gallagher Benefit Services, Inc.

Address	2850 Golf Road, Rolling Meadows, IL 60008
Telephone	N/A
Website	ajg.com
Federal tax identification number	36-4291971

A primary contact for the Applicant, including name, job title, address, telephone and fax numbers, and email address;

Your primary contact is Shawn Adkins, Area Vice President.

Address	6300 South Syracuse Way, 7th Floor, Centennial, CO 80111
Telephone and Fax	T: 303 889 2780 F: 303 889 2781
Email Address	Shawn_Adkins@ajg.com

A description of Applicant's business background, including, if not an individual, Applicant's business organization (corporation, partnership, LLC, for profit or not for profit, etc.), whether registered to do business in North Las Vegas and/or Nevada, country and state of business formation, number of years in business, primary mission of business, significant business experience, whether registered as a minority-, woman-, or disabled-owned business or as a disadvantaged business and with which certifying agency, and any other information about Applicant's business organization that Applicant deems pertinent to this RFP.

Arthur J. Gallagher & Co. (Gallagher) was founded by the company's namesake in Chicago in 1927. Gallagher became a public company in 1984, trading on NASDAQ before moving to the NYSE in 1987. In June 2016, Arthur J. Gallagher joined the Fortune 500. Gallagher as a company and the individuals on your Gallagher team are appropriately certified and licensed to conduct business in all 50 states.

Gallagher is not registered for the following: minority-, woman-, or disabled-owned business.

Mission

- To build the best benefits services practice with brokers and consultants who understand the value of building relationships and trust, and creating experiences and results that inspire our clients' confidence.
- To provide superior, cost-effective benefit products and services that meet the ever-changing needs of employers, while striving for the highest professional excellence in the delivery of those solutions.
- To measurably help organizations manage and grow their businesses through our benefit services expertise and counsel.

We accomplish our mission with the leadership that grows our company by enriching our culture. We will honor the moral and ethical standards that are vital to gaining organizations' trust, and their confidence in our ability to continually build and develop a Gallagher benefit services team that excels at what we do.



Project Understanding

Provide a brief narrative statement that confirms Applicant's understanding of, and agreement to provide, the services and/or tangible work products necessary to achieve the objectives of the project that is the subject of this RFP. Applicant shall describe how the Applicant's business experience will benefit the project.

Upon reviewing what has been provided in the RFP by the City, we understand the scope of services and needs provided within the document, and we are able to fulfill the services requested. We have responded to the Proposed Scope of Work where we cover the Specific Services that are listed under the Scope of Work in the RFP to show we understand what is being asked and how we will fulfill that work. Below we have provided our service approach to illustrate our experience in working with clients to support their benefits programs.

GALLAGHER'S PARTNERSHIP AND SERVICE APPROACH

Gallagher follows a process to deliver solutions that meet our clients' objectives.

We start with strategic planning and then follow a method built on data analytics, strict vendor management, and adherence to compliance, leverage of marketplace clout, and strong employee engagement and communications to achieve your stated objectives.

As your advisor, we will partner with you in a way that best compliments in-house resources and expertise. We strive to provide ongoing insight into evolving trends, while providing technical expertise to assist our clients in providing benefits that meet their human resources and fiscal objectives. We take on our clients' issues as our own; our collaborative philosophy has consistently resulted in customized, and often innovative solutions for our clients. We strive to create a mechanism that provides for budgetary predictability, assured objectivity and full disclosure while reasonably reflecting the level and intensity of services provided.

Given that your core service team is involved with all aspects of your on-boarding, continued service planning and management flows smoothly and naturally from the transition process. We follow a similar process as we develop annual and multi-year plans with our established clients as we do when we are transitioning new clients.

The key is for us to continue to develop a deep understanding of our clients' goals and culture as we strive to become trusted advisors in all aspects of our client's HR programs. As such, we develop customized and flexible annual service plans for all of our clients. In the following sections, we detail our approach to the various facets of our approach.

Annual Renewal

The first step Gallagher will take in approaching the renewal process is to develop a timeline. The timeline will include a pre-renewal strategy meeting(s) to discuss your expectations/objectives, evaluation of vendor's service levels, and learn more about the City's benefits strategy. The timeline will factor in sufficient time to negotiate with the proposed vendors, market the account in the event that the requested renewal action of the vendor is not considered reasonable, and allow time to consider alternative vendors.

We, therefore, recommend an annual walkthrough of the strategic planning process. This process should include:

- The presentation of our annual report, providing an overview of the past year and plan performance highlighting history from prior years
- A collaborative planning session to create or adjust strategy for future years
- An updated forecast of plan performance and budget projections
- Predictive modeling analysis to test how various potential changes to plan design, funding or contribution levels would affect utilization and premiums
- Creation of an annual service calendar outlining deliverables throughout the year

Our experience demonstrates that regular and open communications between the City and your Gallagher client team is vital to a successful program. We like to schedule formal strategic meetings each year consisting of pre-renewal, renewal and post renewal meetings. We will always have carrier performance on our meeting agendas to monitor their execution against standards and will use these sessions to resolve any issues.

Additionally, we will be available to meet as needed.

Renewal Methodology

Our experience and knowledge of innovative benefit program approaches allows us to thoroughly review and identify the best options for you. We will also review industry and marketplace trends with you and develop regular projections specific to your health benefits program.



Gallagher's in-house underwriting and analytical people resources include an experienced team of analysts. They are backed by the actuarial services of Healthcare Analytics. Considered in the industry as a world-class actuarial consulting practice, Healthcare Analytics is a Gallagher subsidiary. Our underwriters and analysts utilize tools developed and supported by Healthcare Analytics, including Apex.HRM (health plan rating model), Apex.IBNR (IBNR reserve model), discount database, data warehouse and predictive health risk score.

Gallagher will provide and negotiate annual renewals from carriers and benefits-related service organizations on behalf of the City, including providing information pertinent to underwriting and procurement of data held by such carriers or organization on the City's behalf. We will prepare detailed bid specification for carriers in cooperation with the City, provide the City with detailed analysis of proposals received, and counsel the City regarding contemplated changes in programs or levels of benefits. This includes evaluating the responses and recommending changes to the City based on the RFP findings.

We have developed a thorough renewal methodology that involves a number of steps, many of which happen concurrently.

- Plan Review Utilizing our underwriting and financial analysis resources, we will first provide an evaluation of the annual renewal calculations of existing benefits providers and plan design options.
- Strategic Positioning When market exploration is recommended, we will work to optimally position you with prospective
 vendors. This includes an in-depth analysis of the available product pool, identifying target products and vendors, and preparing
 and distributing RFPs.
- Modeling Alternatives Utilizing our internal resources (including sophisticated predictive modeling capabilities), we will forecast
 scenarios and discuss comparative benefits of each to help arrive at the correct decisions to optimize costs and benefits over a
 period of three to five years.
- Summary The data derived from our review and market exploration—along with a thorough understanding of your employee base, culture and strategic objectives—we will serve as the basis for our summary of recommendations, which we will present to the designated decision makers.

Gallagher's renewal approach includes analyzing loss ratios, retention levels and billing margins during contract renewal, and negotiating favorable rates, benefit levels, plan design, terms & conditions and performance guarantees. Annually we provide employee and employer contribution rates complying with the City's various bargaining agreements.

Negotiating Strength

Gallagher is valued as a top employee benefits consulting firm and brokerage and enjoys preferred vendor status with most insurance carriers. Gallagher receives a block of business analysis from primary carriers in the region. Receiving such a report confirms our successful, stable, long-term position with these key vendors. These analyses continually validate our ability to negotiate competitive rates.

Plan Administration

Gallagher is committed to being an extension of your HR department. As a result, we provide a full range of services related to the selection and administration of the City's vendor relationships.

We will represent your best interests in ongoing interactions with carriers and vendors including negotiations and handling all ongoing service. Gallagher will make vendor performance an agenda topic in our meetings. Your Gallagher client team will provide the service, support and training your staff needs to work with the vendors, including difficult claims and billing issues, contract and benefit plan interpretation, and performance issues.

Our scope of services is designed to be client-focused. This means that for each client, we create a custom, integrated service platform, incorporating the appropriate expertise and resources needed to help the client attain its strategic objectives in employee benefits management.

Gallagher is distinguished among our competitors with a comprehensive, team oriented value proposition. Gallagher offers a full range of consulting, brokerage, and administrative services. For each client, we create a custom service platform, incorporating all the appropriate expertise and resources needed to help you attain your strategic objectives.

Plan Document Review

We are meticulous in our review of all contracts and regularly interact with our vendor partners to assure compliance. This works to our clients' advantage. Recently, while performing our initial contract review for a new client (a self-funded municipality with 1,200 employees), we detected a billing error with one of their carriers going back many years. As a result of our discovery, the carrier wrote a refund check to the client for over \$900,000 to correct the error.

Gallagher's Business Operating Standards & Systems (BOSS) is developed by our national corporate compliance unit, internal audit team and (in some cases) directly from legislative initiatives. These standards provide a platform that allows Gallagher to maintain a consistent level of high quality service and professionalism across all services provided to the City, such as meeting timely deadlines for



contract review. Our BOSS mandates all contract reviews will be completed within 30 days of receipt, or as soon as we receive them, from the carriers.

Vendor Performance Assurance

As a routine measure, we implement service guarantees with vendors to ensure that our clients' needs are met. We have been successful in negotiating refunds of administrative fees from third-party administrators and other health and welfare vendors that failed to meet the requirements specified in the performance guarantees. In addition, as part of our special service arrangements with insurance carriers, we set above-average service standards for our accounts, such as aggressive implementation timelines, same-day return of calls and e-mails, and claims resolution typically within 48 hours. We measure vendor performance on an ongoing basis through feedback surveys.

Market Trends

Gallagher continually explores trends in all major aspects of employee benefits plan design. We will help you understand what those trends mean, and work with you to decide how they should factor into the City's employee benefit strategies and planning. To keep your benefits plan aligned with your organization's business goals in the near term, medium term and long term, your Gallagher team will consider the value of all options and opportunities.

Gallagher continually monitors, measures and interprets marketplace trends affecting employers as a routine—and essential—business practice. Some of our information comes from external resources and experts. We also rely on data and findings brought to light by proprietary analysis and benchmarking tools, and research conducted by our Survey Practice team and our Healthcare Analytics practitioners. Gallagher's thought leaders in all areas of employee benefits, as well as specific industries, draw practical insights from the relationship of data to current market behaviors.

Account Service

Your core Gallagher team is available to meet with the City at any time, either in person or via phone. Formulating a strategy project plan will likely require weekly onboarding meetings to begin with, but once we put the strategy framework in place we recommend monthly meetings, then quarterly as services are fully implemented. However, we will always remain flexible and available to change our approach based on the City's needs.



Proposed Scope of Work

INCLUDING A COST PROPOSAL AND PROJECT TIMETABLE (SCHEDULE), IN ACCORDANCE WITH, "SCOPE OF WORK," OF THIS RFP.

Specific Services

Partner with the Human Resources and Benefits team at City in the administration of all group insurance plans including responding to questions from and providing information to staff, and providing other benefits-related advisory services throughout the plan year.

Your proposed Gallagher team will work alongside your HR and Benefits team from the moment our partnership begins. We will also be available when needed to answer any and all questions, and we will set up meetings throughout the plan year to check in, to review plans and performances, and more. Of particular note, we will assist (where we can) with review of legislative initiatives providing feedback on the impact to the Plan.

Review and analyze claims experience, claim service, and claim administration to ensure maximum benefit to City.

Our financial benefit analysts, backed by our Healthcare Analytics team, will work to review and analyze claims. They will work in tandem with your proposed account team who will work with you to resolve claims issues, identify trends, and emerging patterns as they arise. Additionally, your team will be bring forward new ideas and solutions that are achievable and can attain a positive return on investment for the City and its members.

Determine and recommend the most cost efficient funding methods for benefit programs.

At Gallagher we believe Data Drives Decisions[™], and therefore, we will provide insight to different strategies to help the City pick cost efficient funding methods that suits your needs. Of particular note, addressing fully insured verses self insured paradigm in a meaningful way.

Partner with carriers to develop Summary Plan Descriptions for the City on an annual basis.

We will obtain these from your carriers after we have gone through our RFP process in selecting carriers for the lines of coverage, medical, dental, vision, etc. Typically, when we receive Summary Plan Descriptions from carriers we review them first to ensure the contents match with the contract. Then we distribute them to the City and your employees.

Provide the City with technology to include but not limited to items such as HR Connection (Customized client portal and benefit administration solution, provided by insurance brokers for HR administrators and employees), Intranet and/or a Communication Platform.

Gallagher has a few options included with our core scope of service for such needs. However, we have other options available if the City is interested. Please note that some of these options come at an additional cost based on the scope of project. Within the current scope we include the following:

- On-going compliance portal
- Gallagher's interactive employee website, Connect2MyBenefits (C2MB), provides your employees information ranging from an
 overview of their health coverage to the contact information for customer service for their different plans.

Periodically review the health plans' claims and fees and provide a reasonable analysis of same versus comparative norms within the industry.

Your financial benefit consultant works with our underwriting and actuarial team to review claims, trends, and fees, to ensure your plan performance is working appropriately. Typically we perform this function quarterly (and sometimes monthly during the renewal cycle). That said, if a more frequent cycle is needed we are confident we can find a solution.

Provide City with in-depth analysis of proposed alternatives and assist with the process of selecting the most favorable annual renewal options.

When we begin the steps necessary for renewal, your Gallagher team will bring to the meeting reports and strategies to advise the City when looking at their options for the upcoming plan year. Additionally, we may suggest other plan changes that the City may or may not have considered. For example, a couple of more common plan design changes we are bring forward to our groups in the greater Las Vegas service area are the following:



- Expanded mental health provider network
- Expanded gender affirmation benefits

Prepare bid specifications and solicit proposals, as needed, from insurance markets that specialize in group insurance plans.

Your Gallagher team will prepare these items when the City decides to go to market for group insurance plans. We frequently work with large public sector organizations and are very well versed in the public procurement process. Moreover, we work to make the process as smooth as possible including summarization of questions, detailed analysis, executive summaries, help with scoring grids (we typically don't score, but frequently provide scoring templates), best and final offer process, and implementation.

Evaluate bids and bidders, including administration, coverage, claim payment procedures, customer service, networks, reserve establishment policies and financial solvency.

We have developed a rigorous approach to evaluating all bids and bidders during renewal. Your Gallagher team will be with the City in all interviews for carriers. At the end we will discuss with you our findings and share what we have learned from the RFQ/RFPs we sent out to the carriers who responded, what their experience is (along with financial solvency). Again all in coordination with the procurement team. We truly value the independence necessary to complete an RFQ/RFP and will work with the City's team to find the most optimal solution possible.

Further as it relates to medical, dental and vision in particular, we will then work with stakeholders to clearly show which vendor excels at administration, customer service, and innovation. As it relates to network adequacy and discounts, Las Vegas is a very unique market due to the Hospital Coalition. To that end, a detailed provider disruption and discount analysis has to be performed to ensure member abrasion is reduced while seeking the highest level of discounts for your Plan.

Lastly, both before and after the process the Gallagher team will visit with stakeholders to review financial tolerances so that the appropriate reserve philosophy can be established. This is an ongoing process and is reviewed frequently to ensure it is contemporary with the strategic initiatives of the City.

Ensure accurate follow-through on all negotiated contractual arrangements made between the City and its health insurance carriers.

Gallagher has significant expertise in evaluating contracts provided by carriers. Any contract or agreement review that we conduct for your plans is completed in accordance with Gallagher BOSS standards. BOSS (Business Operating Standards & Systems) professional standards are those professional standards to which all Gallagher staff must adhere in their daily business operations. These standards are developed by the compliance & risk management, Gallagher corporate legal or internal audit, and, in some cases, directly from legislative initiatives. The professional standards provide a platform that allows Gallagher to maintain a consistent level of high quality service and professionalism across all offices, and they help to minimize potential E&O liability.

Note, from time to time, Gallagher may recommend performing a claims audit to ensure that claims are being processed appropriately, but also that discounts (contractual language) are being adhered to. This is particularly important for Pharmacy Benefit Managers, but also for medical claims payers.

Partner with City to effectively manage the vendors that provide insurance or related services to City.

We meet with all of our vendor partners on a scheduled basis to review their performance against your standards. During our regular meetings with you, vendor management will always be included on the agenda. We closely monitor Gallagher-recommended vendors' financial status throughout the year and quickly communicate if a potential change may affect your program.

Intervene and resolve problematic issues with providers, on an as needed basis, such as problems that may arise regarding claims, proper coverage, routine administration, and day- to-day account service.

Your claims support starts with our implementation as we align a dedicated team of claims examiners and continues throughout the partnership. In addition to the lead strategic advisors and day-to-day support, you will have a team member assigned that is responsible for client operations who is highly experienced in benefits administration and management. They are not only responsible for managing the overall experience for our clients, but also for stepping in to resolve complex administrative issues and seeing them to resolution.

Apprise City of local and national benefit trends and provide benchmark survey data to help calibrate program offerings with employee and employer costs compared to similar organizations.

Gallagher has the experience, the relationships, and the independence you need. We know the markets and their specific strengths and can evaluate carriers who have the right products for your individual needs. Gallagher maintains complete independence to remain



objective in providing the best insurance carriers and service providers, networks, and risk arrangements for each unique negotiation. As a standard procedure, Gallagher will evaluate alternative carriers/vendors and variations to plan design that can reduce costs.

The City will also have access to our various benchmarking resources. Your proposed team is able to provide you with these resources, and they can provide deep dive looks to see how you compare against other cities so you can have a tailored view at how you are performing. Additionally, we have developed a custom benchmark that we believe the City will be very interested to see developed based on their behalf – Total Effective Cost Share. This strategic benchmark can be invaluable as the City evaluates how its benefits compliment its total compensation philosophy.

Meet with and provide reports and presentations to various City representatives, including Senior Executives on a monthly basis and as reasonably requested.

Gallagher has one of the most comprehensive and robust reporting, data analytics and benchmarking practices in the industry. All reporting below is included in the proposed scope and fee. We believe that data drives our recommendations to help our clients make key decisions.

Your proposed team is able to meet up with any City representatives as requested, and as demonstrated with many clients in the greater Las Vegas service area. We will bring all requested items with us and walk through them at either detailed or high-level basis (depending on the audience). We have included a sample of a financial report we put together recently for another client, please click here to download a copy.

Provide City staff with accurate management reports, utilization review and information to include visual aids and presentations. The requested reports/analysis are required quarterly to include information from all carriers.

Gallagher constantly monitors carrier claims using our proprietary data warehousing tools to study claims history, evaluate current costs and project future expenditures. We periodically meet with carriers to review utilization rates, disease management effectiveness, network performance and catastrophic case management. Insurers are required to explain their claims management practices, including the setting of reserves and incurred but not reported (IBNR) claims.

We provide clients various monthly, quarterly, and annual reporting, that are customized based on size, availability of data and each client's specific reporting requirements. The reports may include, but are not limited to:

Monthly Reports:

- Summary of Plan Costs
- Analysis of Actual Costs vs. Budget
- Identification of Employee Contributions
- Tracking of Large Claims
- Comparison of Claims to Aggregate Stop Loss
- Identification of Plan Costs by Specific Line of Coverage (i.e., Medical, Dental, Rx, etc.)

Annual Reports:

- Financial Executive Summary of Program Expenses
- Comparison of Current Costs to Renewal Costs, year over year
- Renewal Alternatives, including Funding Arrangements
- Actuarially certified IBNR
- Stop Loss Analysis and Contract Comparisons
- Future Plan Cost Projections
- Benefit Dollars Paid by Members
- Plan Funding/Budget Comparison

Provide early warning of rate and coverage changes or renewal problems through a process to be mutually agreed upon with the City.

As we monitor your plans closely, if any changes or renewal problems are discovered, we will meet with the City to discuss next steps when we find them. Gallagher's experience in public sector is unmatched and we are very sensitive to the budgetary impact of our clients. Moreover, given the hyper-inflationary environment that is currently being observed in the allied health profession, we are closely monitoring unit price trends locally and nationally so our clients can stay ahead of the curve.

Recommend innovative ideas and new products, programs and services to ensure a competitive, valued and cost effective benefits program. Provide City staff with information on new health/life/disability/voluntary programs, more cost effective products, future trends in employment, and employee benefits as they become available. Provide financial impacts of ideas proposed.

Your Gallagher team will help you create a plan to control costs with tailored concepts, ideas, and trends in health plans based on your priorities. All strategies and ideas proposed will be discussed thoroughly with the City, and we will present all cost options so the City can decide on ideas that best fit you and your employees' needs. That said, our goal is to help you find solutions that will help the City



retain and attract top talent. While salary is important, we realize how important benefits are to round out and complement salary. To that end, Gallagher is constantly scanning the market for new and innovated solutions (of particular note what we are doing around mental health).

As new programs become available, consult with City staff to develop an employee benefits program specific to the objectives of the City.

We will consult with the City about any new programs as they become available. We will be working in tandem with the City's staff to understand goals and objectives (balanced with budgetary and any bargaining considerations).

Be available to answer questions or obtain answers from underwriters for policy coverage questions.

Your Gallagher team is available to answer questions that the City has, and is committed to timely turnarounds and frequent status updates. Gallagher sees what is happening in the industry with customer service, and we realize how important it is to be conscience and diligent. We encourage the City to reach out to others in the community to discuss our approach and commitment to customer excellence – The City's assigned team is outstanding, has the right balance of assigned cases, and years of experience in the industry and with Gallagher.

Analyze annual renewals for all plans and periodically market each coverage. Create a Benefits Employee Guide and marketing plan to include all benefit programs on an annual basis.

Analyzing annual renewals is part of our standard scope of service. We have a calendar and timeline we follow to prepare the City to make the process as streamlined as possible. Your proposed team will also work on providing Benefits Employee Guides that will cover all benefit offerings, carrier contact information for questions employees have, and all required legal documentation to ensure the City remains compliant. And, if the City would like, we will make recordings for open enrollment that can be used for new hire orientation throughout the year.

If necessary and at the request of City staff, develop an RFQ/RFP for soliciting proposals from health care providers.

We are well versed in the public procurement process and have many years experience in developing and managing the RFQ/RFP process (in conjunction/direction of procurement). We are extremely comfortable with this requirement will strive to exceed the City's expectations.

Develop strategies for presentation and implementation of any new benefits program to employee unions and other interested parties.

We can develop such items for presentation and implementation, and have done this often for clients. Typically we work with your HR and Benefits team (and bargaining manager as needed) to establish a schedule and plan when providing new benefits, changes to a carrier for an already provided benefit, and more.

Serve in an advisory capacity during City negotiations with collective bargaining units. This includes analysis of benefit proposals, providing counsel to negotiators and testifying at negotiating, mediation and arbitrator sessions as needed.

Your Gallagher team is often involved in negotiations with collective bargaining units. While we are hired by the City, we strive to be neutral in our advisory capacity and simply rely on data driven facts. The advisory capacity of our services is generally included in the scope of services; however, depending on the need to draw upon certified actuarial studies, testifying, and arbitration services are considered out of scope because they occur so infrequently. Gallagher is prepared to provide local references of the work we have done in this regard.

Serve in an advisory capacity during the Nevada Legislative session. Provide the City Attorney and Human Resources with feedback on Bills related to the City's self-funded plans and estimate potential costs.

We will assist with this and work alongside the City Attorney and the City's HR team. It should be noted, there are several interesting bills already being evaluated by Gallagher – this is going to be a very interesting legislative session!



Coordinate employee communication as needed and conduct employee information meetings as new programs are implemented, which may include attending and presenting information at benefit/education meetings and wellness campaigns to include but not limited to open enrollment.

Your proposed team will work with the City to coordinate with your HR team to help employees understand their benefits program, and when changes may occur. We are able to provide in-person or virtual meetings for benefits education and open enrollment, these are usually recorded for employees who cannot attend the virtual session. Please note, non-standard requests that involve production, IT, printing, etc. resources are generally considered out-of-scope. That said, we typically find our standard/core communication support meets the needs of the vast majority of our groups.

Conduct a claims audit, which randomly reviews the accuracy of claims administration for a period of up to three previous fiscal years.

With the ever rising benefit costs, employers should consider audits as part of an overall benefits and cost-containment strategy. The frequency of audits is dependent on the type of audit you want to perform, the results of a prior audit and the nature of the vendor partnership. For example, for a medical claims audit, we generally recommend you perform and audit every 3-5 years but if audit findings demonstrate systemic issues, we'd recommend a follow up audit within 12-18 months. When putting a new vendor in place, particularly a new PBM, we often recommend a post-implementation audit within 12 months of the contract start date. Please note that claims audits will be an additional cost due to variability in the timing of the audits.

Assist the City in evaluating any self-insured plan and whether it is beneficial and the most economical compared to fully insured plans.

Gallagher has extensive experience with multiple funding options, including self-funding, minimum premium payment and ASO contracting. We also have access to a variety of systems-based actuarial tools that can help guide your funding decisions. The recommendations that your Gallagher team makes for your particular plan will be based on a comprehensive, comparative analysis of several different funding scenarios. In addition, as part of our process we evaluate networks to determine best in class discounts and provider disruption. Our team has unmatched experience in self-funding (particularly in Las Vegas) and will work with the City to develop reserve philosophies, funding rates, contribution modeling, and SPD reviews. We can provide several recommendations and are proud of the work we have done with our public sector practice in Las Vegas.

Inform City staff of changing legislation and legal decisions affecting employee benefits, including, without limitation, the Affordable Care Act and Health Insurance Portability and Accountability Act (HIPAA). Advise and discuss methods to comply with these changes.

With our in-house compliance team, we will keep the City updated on any and all changes that occur at the different government levels. We will frequently provide you with emails, webinars, and potentially modeling (depending on the compliance matter) regarding federal and state legislation (and other matters). Please see the attached recent Directions newsletter by clicking here to download a copy.

Act as advisor on issues such as Internal Revenue Service (IRS) compliance, Section 125, Consolidated Omnibus Budget Reconciliation Act (COBRA), HIPAA, Medicare, Family and Medical Leave Act (FMLA), Americans with Disabilities Act (ADA), Health Care Reform, State and Federal regulations, City Codes/Ordinances, Retiree Benefit Plans, etc. Provide overall guidance to City with Health and Welfare regulatory compliance.

Gallagher has a deep bench of in-house benefits attorneys and compliance professionals, who act as an extension of our client service teams and assist us in providing timely, understandable compliance assistance and compliance tools for clients. In total, our team consists of over 30 compliance professionals, including over 20 attorneys. Our compliance team provides both administrative and strategic support on a variety of benefits compliance issues under the ACA, ERISA, COBRA, HIPAA, and other laws and regulations affecting your health and welfare plans.

While our in-house compliance team can assist you with most issues that arise for your employee benefit plans, on occasion, our clients may need the assistance of a law firm to provide a legal opinion or possible a formal tax professional to provide tax advice. We have a local and national referral network of best-in-class law firms if that is needed. Please note, Gallagher cannot make determinations of whether an FMLA or ADA member's case can be approved, but we can provide insight and context as it relates to FMLA and ADA specifically. That said, we do have a division within Gallagher that we can engage if necessary. This would be considered out-of-scope, but we would be happy to discuss what is needed and find a solution. As previously mentioned, we are committed out our better works framework and have an incredible team to meet the overall needs of the City.



The Broker will act an independent insurance advisor to the City and proactively provide ongoing unbiased professional advice, and recommendations that benefit the city, and shall solicit insurance coverage proposals and programs from markets.

We provide unbiased consultation with each client we represent. Gallagher is completely independent and has no financial interest in any insurance carrier we would recommend to you. Instead of preferred carrier arrangements, we have developed strong relationships with all major carriers. The value of our relationships provides additional service or risk consideration for clients in some instances.

Introduce ideas to enhance City culture and improve employee productivity and morale.

We will assist with this by discussing options with your HR and Benefits team. We suggest doing employee surveys to gain insight and understanding, and this helps us build strategies to better engage your employees. That said, this is only one solution to meet this objective, we also rely upon our vast collaborative network across Gallagher (over 35,000 employees strong) as we work share novel ideas and solutions for all our clients.

Develop short-range and long-range employee benefit goals and strategies.

From the onset of the engagement with Gallagher, your team will work with your stakeholders to identify short and long term goals of the employee benefit package. These discussions will initially center around how the current offerings complement the City's total compensation philosophy and if there are any gaps that need to be addressed (for example, if there were gaps in the City's monthly maximum for long-term disability). The next phase of the discussions will focus on both short-term and intermediate needs which often include efficiencies in the delivery of benefits as well as specific benefit enhancements (balanced with any budgetary constraints). This is an interesting phase as it tends to draw up several stakeholders across the organization, as we work to find consensus. Lastly (and all part of the on-going process), are identifications of longer-term initiatives that can range from a wide variety of initiatives. Every group is unique, but ultimately is working to balance cost, effectiveness, and equity for an organizations members. Additionally, it may be the City would like to move longer-term initiatives to shorter-term and vise-versa depending on the City's dominate priorities. That said, most groups today are wrestling with the following key items from a benefit perspective:

- Mental health better access, awareness, etc. (we have several solutions for this)
- 2. Diversity, Inclusion, and Equity gender affirmation, infertility, and wellness
- 3. Compliance maintaining a fully compliant plan in an ever increasingly complex industry
- 4. Budgetary often self-funding, which your team specializes in
- 5. Pharmacy how to manage every increasing drug costs (particular in light of specialty medications)

Provide any other services as deemed applicable by the City.

We will work to discuss with the City what those services may be, and how we can best implement them. One of particular note is the GASB valuation, which requires a full valuation every 2 years and alternating roll-forwards on off year valuations. Gallagher is prepared to perform these; however, we have not included the cost of these in our core fee.



Statement of Qualifications; Relevant Experience

Provide a statement of qualifications and capability to perform the services sought by this RFP, including a description of relevant experience with projects that are similar in nature, size and scope to that which is the subject of this RFP. If any minimum qualifications for performance are stated in this RFP, Applicant must include a statement confirming that Applicant meets such minimum requirements.

Gallagher Benefit Services, Inc. has provided strategic benefits consulting, brokerage and administration services for over 60 years. We are licensed to operate in every state in the United States, so we are able to provide the requested scope of work to the City of North Las Vegas. Shawn Adkins is a qualified consultant and has worked with clients for nearly 20 years, and he was worked with public entities like the City. He and his team are also backed by our Public Entity team, so the City will have access to a diverse think tank of ideas, strategies, and experience. Moreover, most of the experience Shawn has is with similarly situated clients as the City of North Las Vegas including the City of Henderson, Clark County, and Las Vegas Metropolitan Police Department (PPACE) to name a few. Shawn has long standing relationships with these clients and is well versed in the make-up of provider networks/discounts in Las Vegas as well as the State in general.



Addendum Acknowledgement

Gallagher acknowledges and recognizes Addendum #1 that was sent out on February, 23, 2023. We have included the Addendum on the following page.

Mayor **Pamela A. Goynes-Brown**

City Manager **Ryann Juden, J.D., Ph.D.**

Council Members
Isaac E. Barron
Ruth Garcia Anderson
Scott Black
Richard J. Cherchio



Finance Department

2250 Las Vegas Boulevard, North · Suite #708 · North Las Vegas, Nevada 89030 Telephone: (702) 633-1463 · Fax: (702) 669-3328 · TDD: (800) 326-6868 www.cityofnorthlasvegas.com

February 23, 2023

CITY OF NORTH LAS VEGAS REQUEST FOR PROPOSAL ("RFP") RFP 2023-002 City Employee Health and Benefits Brokerage Services

Addendum #1

The deadline for questions for this proposal was 12:00 p.m., February 22, 2023.

The following are the questions that were received along with the answers to those questions.

Question 1. The RFP states, "you are cautioned not to put any material into the Proposal that is proprietary in nature." In Exhibit "C", respondents are asked to provide contract details that could be viewed as proprietary. Please see below for the section and wording:

EXHIBIT "C" QUALIFICATIONS AND EXPERIENCE RESPONDENT									
Term of Contract (Base plus Option	Years):								
Year of Base Contract Award:	Year Contract Completed:								
Base Contract Amount: \$option years) \$	Total Contract Amount (including all								

What impact would leaving these responses blank have on a respondent's consideration by the committee?

What impact would stating that this information will be provided if selected as a finalist have on a respondent's consideration by the committee?

Answer: This information must be provided so that we can evaluate you have

operated a similar program.

Question 2. Can you share with us a copy of the current contract (broker agreement) that is in place?

Answer: This will need to be requested via the City's Public Records Request at the following address.

http://www.surveygizmo.com/s3/5736794/Public-Records-Act-Request-Form-07-2020

Question 3. Can you share with us who the current broker is?

Answer: USI Insurance Services LLC (formerly Orgill/Singer& Associates, Inc.)

Question 4. Who participated in writing this RFP? Did your current Broker of Record help support this RFP?

Answer: No. The RFP was written solely by the City of North Las Vegas.

Question 5. In relation to the Scope of Work for Question 2, bullet point 5, "Provide the City with technology to include......"

Please tell us who your current Payroll/HRIS system is.

Does the City have an intranet site currently being supported by their Broker of Record?

Answer: Current Payroll/HRIS system is Oracle. The City has an intranet site that is managed internally not by the Broker of Record.

Question 6. Please describe the Active Enrollment/Eligible and the Retiree Enrollment/ Eligibility.

Answer: The benefits eligibility for Active is 1st of the month following date of hire and Retiree is 1st of the month following retirement date (last day worked with the City).

Question 7. Current Active Plan type, total cost, contribution and benefits.

Answer: This question does not appear to be applicable to the Request for Proposal.

Question 8. Current Retiree options and rules for both early and post 65+ eligible inclusive of plan type, total cost, contribution and benefits.

Answer: This question does not appear to be applicable to the Request for Proposal.

Question 9. Current Broker of Record and compensation.

Answer: USI Insurance Services, LLC - \$75,000.00 annually

Question 10. Is the current or proposed Broker contract net of commission?

Answer: Yes

Question 11. Confirm on page 22, is Block 2 complete?

Answer: Yes Block 2 is complete

Question 12. Is the City satisfied with the overall support provided by their Broker of Record?

Answer: This question does not appear to be applicable to the Request for Proposal.

Question 13. What are the desired changes or enhancements the City is looking for in a new Broker of Record?

Answer: The City periodically performs due diligence to ensure that we are receiving the best value for the funds we are expending. To recommend innovative ideas and new products, programs and services to ensure a competitive, valued and cost effective benefits program. Develop strategies for presentation and implementation of any new benefits program.

Question 14. What are the total belly buttons on the plan?

Answer: 1,716

Question 15. Can you disclose if you have current ERD, Hemophiliacs, premature childbirths and organ transplants?

Answer: This question does not appear to be applicable to the Request for Proposal.

Question 16. Can you disclose your top 10 RX fills?

Answer: This question does not appear to be applicable to the Request for Proposal.

Question 17. What is your total Specialty Rx spend?

Answer: This question does not appear to be applicable to the Request for Proposal.

Question 18. What are your current cost containment strategies?

Answer: Disease care management, wellness initiatives, weight-loss programs,

utilization.

Question 19. What is your annual premium?

Answer: This question is vague and ambiguous therefore we are unable to formulate a

response.

Question 20. Who is your Current carrier?

Answer: USI Insurance Services, LLC

Question 21. How many high cost claimants at the 25k threshold and above?

Answer: This question does not appear to be applicable to the Request for Proposal.

Question 22. What is the current Spec/Agg?

Answer: \$275,000

Question 23. If not, please clarify.

Answer: N/A

Question 24. Are both medical and Rx self-funded for All employee health plans?

Answer: It depends on the employee groups. The City has fully-insured and self-

funded plans.

Question 25. Will you accept a Co-Broker partnership?

Answer: No

Question 26. Can you provide the reason for the Stop Loss limit?

Answer: This question does not appear to be applicable to the Request for Proposal.

Question 27. What is the current Stop Loss limit?

Answer: \$275,000

Question 28. Why is the RFP out to bid?

Answer: This question does not appear to be applicable to the Request for Proposal.

Question 29. If so, can you share what the fee is?

Answer: \$75,000 annually

Question 30. Is there a current Fee for Broker Services?

Answer: \$75,000 annually

Question 31. Is CNLV open to allowing awarded broker to receive commissions on voluntary products placement?

Answer: No

Question 32. Will all questions & answers submitted be shared with all respondents?

Answer: Yes

Question 33. Can the City confirm if it is seeking both employee benefits and property & casualty consulting or just employee benefits?

Answer: Just employee benefits.

Question 34. How many collective bargaining units are currently in place with the City? How frequently are each negotiated?

Answer: The City has a total of 9 collective bargaining units. The frequency in which the CBA's are negotiated may vary.

Question 35. Can you please post the current contract, scope of services and current fee structure?

Answer: This will need to be requested via the City's Public Records Request at the following address.

http://www.surveygizmo.com/s3/5736794/Public-Records-Act-Request-Form-07-2020

Question 36. Is it preferred to submit Exhibits A-F as one PDF or as separate documents?

Answer: This is at the discretion of the proposer

Question 37. The submission portal asks for redlines for Exhibit G, but the RFP does not state our exceptions need to be returned in redline. Please clarify if we should return our exceptions with the Service Agreement redlined, or if we can submit bulleted items for our exceptions.

Answer: Do not redline Exhibit G. Please provide bullets or paragraphs with detailed exceptions and proposed language if needed.

Marie Leake

Procurement Manager

City of North Las Vegas RFP 2023-002 City Employee Health and Benefits Brokerage Services

Optional Pre-Proposal Meeting held on February 15, 2023 at 10:00 a.m. via Google Meet conference call Conference Call Attendees

City of North Las Vegas

Joy Yoshida, Buyer
Sally Ihmels, Assistant City Manager
Wilson Edgell, Director of Human Resources
Kimberly Koch-Lee, Employee Benefits Manager

Vendors

Assured Partners
Allison Adams
Vice President, Benefits
375 E. Warm Springs Rd., Ste. 201
Las Vegas, NV 89119
o: 702.850.2182

e: allison.adams@assuredpartners.com

David Dahan
Chairman Nevada
USI Insurance Services
8360 West Sahara, Suite 110, Las Vegas, Nevada 89117
725.206.6922 | f: 702.796.6834 |
David.dahan@usi.com| www.usi.com

Kevin Monaghan LP Insurance Services kevin.monaghan@lpins.net 775.996-6016

Koner Bills GBS Benefits 7881 W. Charleston Blvd. #140 Las Vegas, Nevada 89117 P 702.686.3076 E koner.bills@gbsbenefits.com O 702.947.4073

Mitchell Laughton
The Laughton Co.
D: 775 337 6005 LE

D: 775.327.6005 | F: 775.323.5811 Email: <u>mlaughton@laughtonco.com</u>

Parke LeCates GBS Benefits parker.lecates@gbsbenefits.com Phone: 702-947-4031



ajg.com

The Gallagher Way. Since 1927.



Arthur J. Gallagher & Co. was named one of the World's Most Ethical Companies® for 2022.

Gallagher is pleased to submit this proposal to you. While this proposal is not meant to constitute a formal offer, acceptance, or contract, notwithstanding anything to the contrary contained in the proposal, Gallagher is submitting this proposal with the understanding the parties would negotiate and sign a contract containing terms and conditions that are mutually acceptable to both parties.

This material was created to provide accurate and reliable information on the subjects covered by should not be regarded as a complete analysis of these subjects. It is not to provide specific legal, tax or other professional advice. The services of an appropriate professional should be sought regarding your individual situation.

Consulting and insurance brokerage services to be provided by Gallagher Benefit Services, Inc. and/or its affiliate Gallagher Benefit Services (Canada) Group Inc. Gallagher Benefit Services, Inc., a non-investment firm and subsidiary of Arthur J. Gallagher & Co., is a licensed insurance agency that does business in California as "Gallagher Benefit Services of California Insurance Services" and in Massachusetts as "Gallagher Benefit Insurance Services.



City of North Las Vegas Request for Proposal ("RFP") RFP 2023-002 City Employee Health and Benefits Brokerage Services

EXHIBIT "A" PROPOSAL SUBMITTAL PAGE

This Proposal is submitted in response to RFP 2023-002 City Employee Health and Benefits Brokerage Services and constitutes an offer by this company to enter into a contract as described herein.

AUTHORIZED SIGNATURE NAME (TYP	PE OR PRINT)	LEGAL NAME OF FIRM					
Shawn Adkins							
AUTHORIZED SIGNATURE			DATE				
TITLE	TELEPHO	TELEPHONE NUMBER FAX NUMBER		₹			
	ADDRESS OF	FIRM					
CITY		STATE ZIP		CODE			
E-MAIL ADDRESS:							
CNLV-BUSINESS LICENSE NO:				-			
A COPY OF MY CNLV BUSINES	S LICENSE IS /	ATTACHED					
FOR INFORMATIONAL PURPOS Is this firm a ESB, Minority, Womer No Yes If YES specified.	n or Disabled \		-				
Has this firm been certified as a ES No Yes If YES specified Please attach a copy of your certified as a ES No Yes If YES specified as a ES Y	fy Certifying A						

EXHIBIT "B" FORM A CERTIFICATE – DISCLOSURE OR OWNERSHIP/PRINCIPALS

1. **DEFINITIONS**

"City" means the City of North Las Vegas.

"City Council" means the governing body of the City of North Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of North Las Vegas.

"Principal" means, for each type of business organization the following: (a) sole proprietorship – the City of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. INSTRUCTIONS

The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

3. INCORPORATION

This Certificate shall be incorporated into the resulting Contract or agreement, if any, between the City and the Contracting entity. Upon execution of such Contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the Contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	Block 2 Description
Name	RFP 2023-002 City Employee Health and Benefits Brokerage Services
Address	
Telephone	
EIN or DUNS	

BLOCK 3		TYPE OF BUSINES	SS			
Individual	Partnership	Limited Liability Company	X Corporation	Trust	Other:	

EXHIBIT "B" (CONTINUED)

FORM B

CERTIFICATE - DISCLOSURE OR OWNERSHIP/PRINCIPALS

CERTIFICATE-DISCLOSURE OR OWNERSHIP/PRINCIPALS (Continued)

BLOCK 4 DISCLOSURE OF OWNERSHIP AND PRINCIPALS

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	J. Patrick Gallagher, Jr., President and CEO	2850 Golf Road, Rolling Meadows, IL 60008	N/A
2.	Walter Bay, General Counsel and Secretary	2850 Golf Road, Rolling Meadows, IL 60008	N/A
3.	Mark Bloom, Global CIO	2850 Golf Road, Rolling Meadows, IL 60008	N/A
4.	Joel Cavaness, President US Wholesale Brokerage	2850 Golf Road, Rolling Meadows, IL 60008	N/A
5.	Patrick M. Gallagher, CEO, Brokerage Services - America	2850 Golf Road, Rolling Meadows, IL 60008	N/A
6.	Thomas J. Gallagher, CEO Brokerage Services	2850 Golf Road, Rolling Meadows, IL 60008	N/A
7.	Douglas K. Howell, CFO	2850 Golf Road, Rolling Meadows, IL 60008	N/A
8.	Scott R. Hudson, President and CEO, Risk Management Services	2850 Golf Road, Rolling Meadows, IL 60008	N/A
9.	Vishal Jain, Global CSO	2850 Golf Road, Rolling Meadows, IL 60008	N/A
10.	William Ziebell, CEO, Employee Benefits Consulting and Brokerage	2850 Golf Road, Rolling Meadows, IL 60008	N/A

The Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 5 above. A description of such disclosure documents must be included below. I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate.

BLOCK 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS - ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Subscribed and sworn to before me this

Notary Public

PUBLIC

My Commission Expires Nov. 23, 2024

EXHIBIT "C"

QUALIFICATIONS AND EXPERIENCE RESPONDENT

1. Respondent shall provide a brief description of the Responder's qualifications, certifications, experience, and number of years in operation.
Gallagher Benefit Services, Inc. has provided strategic benefits consulting, brokerage and administration services for over 60 years. We are licensed to operate in every state in the United States, so we are able to provide the requested scope of work to the City of North Las Vegas. Shawn Adkins is a qualified consultant and has worked with clients for nearly 20 years, and he was worked with public entities like the City. He and his team are also backed by our Public Entity team, so the City will have access to a diverse think tank of ideas, strategies, and experience. Moreover, most of the experience Shawn has is with similarly situated clients as the City of North Las Vegas including the City of Henderson, Clark County, and Las Vegas Metropolitan Police Department (PPACE) to name a few. Shawn has long standing relationships with these clients and is well versed in the make-up of provider networks/discounts in Las Vegas as well as the State in general.
2. Provide three (3) examples of contracts similar in size and scope that have been completed in the past five (5) years.
The City reserves the right to verify references for the companies identified. Ensure references have given permission to be contacted by the City.
Example Contract 1:
Company Name:
Company Address:
Point of Contact: Phone Number:
E-Mail Address:
Brief Description of Contract Scope:
Term of Contract (Base plus Option Years):
Year of Base Contract Award: Year Contract Completed:
Base Contract Amount: \$ Total Contract Amount (including all option years) \$
Did the contract contain a liquidated damages clause? YES NO
If yes, were damages assessed? YES NO If yes, what was the amount assessed? \$

Name:

EXHIBIT "C"

QUALIFICATIONS AND EXPERIENCE RESPONDENT (CONTINUED)

Example Contract 2:										
Company Name:										
Company Address:										
Point of Contact:	Phone Number:									
E-Mail Address:										
Brief Description of Contract Scope:		_								
Term of Contract (Base plus Option Years)	:	_								
Year of Base Contract Award:	Year Contract Completed:									
Base Contract Amount: \$	Base Contract Amount: \$ Total Contract Amount (including all option years) \$									
Did the contract contain a liquidated damag	ges clause? ☐ YES ☐ NO									
If yes, were damages assessed? \square YES	□ NO If yes, what was the amount assessed? \$	_								
Example Contract 3:										
Company Name:										
Company Address:										
Point of Contact:	Phone Number:									
E-Mail Address:										
Brief Description of Contract Scope:		_								
Term of Contract (Base plus Ontion Years)	÷	_								
		_								
	Year Contract Completed:									
Base Contract Amount: \$	Total Contract Amount (including all option years) \$	_								
Did the contract contain a liquidated damag	ges clause? YES NO									
If ves. were damages assessed? TYES	NO If yes, what was the amount assessed? \$									

EXHIBIT "D" AFFIDAVIT OF REJECTION OF COVERAGE FOR WORKERS' COMPENSATION UNDER NRS 616B.627 AND NRS 617.210

In the State deposes ar	of Nevada, County of Clark, nd says:	Shawn Adkins	, being duly sworn,								
1.	I make the following assertions	oursuant to NRS 616B.627 and Ni	RS 617.210.								
2.	I am a sole proprietor who will n this Contract with the City of No	ot use the services of any employerth Las Vegas.	ees in the performance of								
3.		ns of NRS 616B.659, I have not elections of chapters 616A to 616D, inc									
4.	I am otherwise in compliance wi 616D, inclusive, of NRS.	I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.									
5.	In accordance with the provision the terms, conditions and provis	ns of NRS 617.225, I have not elections of chapter 617 of NRS.	cted to be included within								
6.	I am otherwise in compliance win NRS.	th the terms, conditions and provis	sions of chapter 617 of								
7. I,	the employer of my employees, principal contractor to me or my as a result of an industrial injury Contract.	orth Las Vegas will not be consider if any; and that the City of North L employees, if any, for any compet or occupational disease incurred do here swear under penalty of pe	as Vegas is not liable as a nsation or other damages in the performance of this								
this affidavi											
		Signed this 18th day of Feb.	110ary, 20 23								
State of	Tennesser										
County of _	Knox										
Signed and	()) = -	e on this 18th day of 18th day	•								
ž.		Notary Signature	<u> </u>								
My Commis	ssion Expires Nov. 23, 2024	,									
		(TE	STATE OF ENNESSEE NOTARY PUBLIC								

EXHIBIT "E" NON-COLLUSION AFFIDAVIT



CITY OF NORTH LAS VEGAS

Non-Collusion Affidavit

State of _	Knox	County of	16	10550
	Shawn Adkins			first duly sworn deposes that:
(1)	He/She is the contract	ed consultant	of	Gallagher Benefit Services, Inc. , the Firm that
	has submitted the attach			
(2)	He/She is fully informed	respecting the	e prepar	ration and contents of the attached Proposal and
	of all pertinent circumsta			
(3)	Such Proposal is genuir			
(4)	or parties in interest, in agreed, directly or indire proposal in connection visubmitted or to refrain from collusion or community or cost element of the procollusion, conspiracy, control Las Vegas or any	actuding this a actly, with any c with the contract rom making a ication or confe oposal price of onnivance, or person interes	ffiant, hat ther verset or agree proposal erence verse unlawful the pro-	artners, City, agents, representatives, employees as in any way colluded, conspired, connived or ndor, firm, or person to submit a collusive or sham eement for which the attached Proposal has been all in connection with such contract or agreement, with any other firm, or, to fix any overhead, profit, posal price of any other firm, or to secure through all agreement any advantage against the City of the proposed Contract or agreement; and all is fair and proper and is not tainted by collusion,
	conspiracy, connivance.	or unlawful ag	reemen	t on the part of the Firm/team or any of its agents,
	representatives, City, en			
(Signed):	Shaw Alk Title: Area Vice Preside	nt		
	Title. The vice i redide		-12	
	ed and sworn to before m	this	5	_ day of February 2023
Notary Pu	ıblic			
My Comn	nission expires: My Commis	sion Expires Nov. 2	23, 2024	STATE OF TENNESSEE NOTARY PUBLIC

EXHIBIT "F" WRITTEN CERTIFICATION



CITY OF NORTH LAS VEGAS

WRITTEN CERTIFICATION PURSUANT TO NRS 332.065(3)

Pursuant to NRS 332.065(3), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Respondent agrees and certifies that it does not currently boycott Israel and will not boycott Israel during any time in which it is entering into, or while in contract, with the City. If at any time after the signing of this certification, the Respondent decides to engage in a boycott of Israel, the Respondent must notify the City in writing.

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)	LEGAL NAME OF RESPONDENT				
Shawn Adkins					
AUTHORIZED SIGNATURE	DATE				
TITLE					

EXHIBIT "G" Exceptions to North Las Vegas Service or Purchase Agreement



CITY OF NORTH LAS VEGAS

Please provide an explanation to any and all exceptions on terms of the North Las Vegas Service Agreement.

Upon review of the City of North Las Vegas RFP, Gallagher has the following comments:

- Gallagher is pleased to submit this proposal to client. While this proposal is not meant to constitute a formal offer, acceptance, or contract, notwithstanding anything to the contrary contained in the proposal, Gallagher is submitting this proposal with the understanding the parties would negotiate and sign a contract containing terms and conditions that are mutually acceptable to both parties
- Section 13 (PDF pages 4-7) and Section 9 (PDF pages 33 35) Below are Gallagher's insurance representations based on AJG Risk Management policies. These are not changed on a client by client basis:
- o Gallagher shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:
- o Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than \$2,000,000 per occurrence and \$4,000,00 in the aggregate;
- o Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;
- o Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of \$1,000,000 per accident for bodily injury and property damage;
- o Umbrella Liability insurance providing excess coverage over all limits and coverages with a limits no less than \$10,000,000 per occurrence or in the aggregate;
- o Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than \$5,000,000 per claim, or \$10,000,000 in the aggregate;
- o Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than \$2,000,000 per claim and in the aggregate, inclusive of defense cost; and
- o Crime insurance covering third-party crime and employee dishonesty with limits of no less than \$1,000,000 per claim and in the aggregate.

All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to Client upon request.

EXHIBIT "G" Exceptions to North Las Vegas Service or Purchase Agreement



CITY OF NORTH LAS VEGAS

Please provide an explanation to any and all exceptions on terms of the North Las Vegas Service Agreement.

- Section 14 (PDF page 7) and Section 6 (PDF page 32) Upon review of your provided terms & conditions, the following language is recommended for this section: Indemnification. Each party agrees to defend, indemnify and hold the other party and its affiliates and their respective directors, officers, employees and agents harmless from any and all losses, liabilities, exposures, damages and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third party claims, demands, suits, allegations, or causes or threats of action based on the indemnifying party's: (i) breach of any representation, warranty or covenant made by such party hereunder, or (ii) grossly negligent acts or omissions or intentional misconduct; provided, however, that the indemnifying party's indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the other party or its employees or agents.
- Section 14 (PDF page 7) and Section 6 (PDF page 32) Upon review of your provided terms & conditions, the following language is recommended for this section: Limitation of Liability. Notwithstanding any other term or provision of this Agreement, each party shall only be liable for actual damages incurred by the other party, and shall not be liable for any indirect, special, exemplary, reliance, consequential or punitive damages, or for any attorneys' fees other than as described in Section 6(a) above (whether incurred in a dispute or an action against the other, or as alleged damages that any party incurred in any insurance coverage dispute, or otherwise). Furthermore, unless otherwise noted in Exhibit A, the aggregate liability under this Agreement, if any, of either party to the other for claimed losses or damages shall not exceed \$1,000,000. This provision applies to the fullest extent permitted by applicable law. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.
- Section 18 (PDF page 8) Gallagher requests a change to that there be a 90 days' advance notice for termination.
- Section 21 (PDF page 8) and Section 13.12 (PDF page 37) Gallagher requests that the non-appropriation of funds provision provides language that Gallagher will still get paid for satisfactorily completed work up until the date it receives notice of non-appropriation or until the termination date listed in such notice, whichever is later.
- Section 24(b) (PDF page 9) Unfortunately, Gallagher cannot agree to permit City to audit after the agreement ends. The City may certainly audit during the agreement. Additionally, Gallagher cannot agree to pay to transport City auditors to its offices to audit records.

EXHIBIT "G" Exceptions to North Las Vegas Service or Purchase Agreement



CITY OF NORTH LAS VEGAS

Please provide an explanation to any and all exceptions on terms of the North Las Vegas Service Agreement.

• Section 26 (PDF page 10) – Clarification - Gallagher shall comply with all state and federal laws related to verification of work eligibility, as well as company processes related to background investigation.

All employees hired by the divisions of Arthur J. Gallagher & Co. consent to, and are subjected to a rigorous background investigation prior to beginning employment with the company. Background checks are facilitated by external providers and include: federal criminal (7 years, all districts as revealed by Social Security Number (SSN) trace); criminal felony & misdemeanor (7 years, all counties as revealed by SSN trace, education and employment addresses); verification of education (highest degree obtained); employment verifications (7 years history, up to ten previous employers); U.S. Government Prohibited Parties; SSN trace; and in some cases where appropriate based on responsibilities of the role, motor vehicle records or credit checks.

Gallagher also participates in the U.S. eVerify program in conjunction with processing of new hire I-9 Employment Eligibility Verification forms at the time of start date. Additionally, all active U.S. employees consent to ongoing background check procedures where applicable, including ongoing Prohibited Parties verification, which is performed on a monthly basis.

- Section 13.7 (PDF page 37) Gallagher requests that the consequential damages provision be mutual.
- Section 13.11 (PDF page 37) Request Gallagher acknowledges and agrees that the City shall own all final deliverables provided to Client by Gallagher as part of the services provided under this Agreement, provided however, Gallagher shall retain sole and exclusive ownership of all right, title, and interest in, and to, its intellectual property and derivatives thereof which no data or Confidential Information of the City was used to create and which was developed entirely using Gallagher's own resources, including any and all pre-existing or independently developed know-how, methods, processes and other materials prepared by Gallagher.

CITY EMPLOYEE HEALTH AND BENEFITS INSURANCE BROKER SERVICES AGREEMENT

This City Employee Health and Benefits Insurance 1	Brokerage Services Agreement
("Agreement") is made and entered into as of	("Effective Date") by and
between the City of North Las Vegas, a Nevada municipal corp	ooration ("City") and [<mark>insert ful</mark> t
legal name of Provider entity], a [insert entity type and state of or	rigin] ("Provider").

WITNESSETH:

WHEREAS, the City requires insurance brokerage services for employee health and benefits, as more particularly described in the City Employee Health and Benefits Brokerage Services Request for Proposal, RFP 2023-002 ("RFP"), attached hereto as Exhibit A ("Services"); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

SECTION ONE SCOPE OF SERVICES

- 1.1. Provider shall perform the Services in accordance with the RFP terms, incorporated herein and attached as Exhibit A, Services Provider's response to the RFP dated [insert date], incorporated herein and attached as Exhibit B, and the terms, conditions, and covenants set forth in this Agreement. Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.
- 1.2. Provider shall, at its own expense, comply at all times with all municipal, county, state, and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

SECTION TWO TERM

2.1. This Agreement shall commence on the Effective Date and will continue to be in effect for three (3) years ("Term"), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager or his/her designee may extend the Term for up to two (2) additional one-year periods upon written notice to the Provider.

SECTION THREE COMPENSATION

	3.1.	Provider	will pro	ovide the	Sei	rvices	[<mark>at</mark>	the	rate	of OR	in i	the c	amount	of]
[\$].	, which	includes	all	fees	for	time	and	labor,	over	head	mater	ials,
equip	ment, in	surance, lic	censes, ai	nd any oth	ner co	osts. P	rovi	der's	prices	may no	ot be i	ncre	ased du	ring
the T	erm. Per	riodic prog	ress billi	ngs will	be di	ue and	d pay	yable	withi	n 30 da	ys of	pres	entatio	n of
invoi	ce, provi	ded that ea	ach invoi	ce is com	plete	e, corr	ect,	and u	ndisp	uted by	the C	City.	The ani	nual
not to	exceed	amount of	this Agre	ement is	[_] (\$). The t	total
not to	exceed	amount of	this Agre	eement is	[_] (\$			_).	

SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES

- 4.1. This Agreement may be terminated, in whole or in part, with or without cause, by the City, through its City Manager or his/her designee, upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.
- 4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.
- 4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES

- 5.1. The Provider hereby represents and warrants for the benefit of the City, the following:
 - 5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

- 5.1.2. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.
- 5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

SECTION SIX INDEMNIFICATION

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

SECTION SEVEN INDEPENDENT CONTRACTOR

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION

8.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

8.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

SECTION NINE INSURANCE

- 9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:
 - 9.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.
 - 9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
 - 9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.
 - 9.1.4. Professional Liability (errors and omissions): Insurance appropriate to the Provider's profession with limit no less than \$3,000,000.00 per occurrence or claim, \$6,000,000.00 aggregate.
 - 9.1.5. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.
 - 9.1.6. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - 9.1.6.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

- 9.1.6.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.
- 9.1.6.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- 9.1.6.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- 9.1.6.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.
- 9.1.6.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 9.1.6.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
- 9.1.6.8. Claims Made Policies: If any of the required policies provide claims-made coverage:
 - 9.1.6.8.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - 9.1.6.8.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - 9.1.6.8.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date

prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

- 9.1.7. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- 9.1.8. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION TEN NOTICES

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas

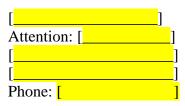
Attention: Joy Yoshida

2250 Las Vegas Blvd., North, Suite 820

North Las Vegas, NV 89030

Phone: 702-633-1745

To Provider:



10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

SECTION ELEVEN SAFETY

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29

C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. <u>Safety Equipment</u>. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION TWELVE ENTIRE AGREEMENT

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

SECTION THIRTEEN MISCELLANEOUS

- 13.1. <u>Governing Law and Venue</u>. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.
- 13.2. <u>Assignment</u>. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void.
- 13.3. <u>Amendment</u>. This Agreement may be amended or modified only by a writing executed by the City and Provider.
- 13.4. <u>Controlling Document</u>. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.
- 13.5. <u>Time of the Essence</u>. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.
- 13.6. <u>Waiver</u>. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

- 13.7. <u>Waiver of Consequential Damages</u>. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.
- 13.8. <u>Severability</u>. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.
- 13.9. <u>No Fiduciary or Joint Venture</u>. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.
- 13.10. <u>Effect of Termination</u>. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.
- 13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.
- 13.12. <u>Fiscal Funding Out</u>. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.
- 13.13. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.
- 13.14. <u>Interpretation</u>. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall

not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- 13.15. <u>Electronic Signatures</u>. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.
- 13.16. <u>Counterparts</u>. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.
- 13.17. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- 13.18. <u>Boycott of Israel.</u> Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.
- 13.19. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

[The remainder of page is intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas, a Nevada municipal corporation	[], a []
By:Pamela A. Goynes-Brown, Mayor	By: Name: Title:
Attest:	
By: Jackie Rodgers, City Clerk	
Approved as to form:	
By: Micaela Rustia Moore, City Attorney	

EXHIBIT "H"Insurance Brokerage Services Questionnaire



CITY OF NORTH LAS VEGAS Insurance Brokerage Services Questionnaire

- ** Please include the following information in your proposal for your firm when addressing your firms' approach to the "Scope of Services":
- 1. Provide your firm/agency name and a brief history of your firm. The description should include the size of the firm, number of employees, revenues and areas of specialization. Include the premium volume both nationally and for the local office that will be handling this account. Indicate the type of coverages placed. Indicate the percentage of premium placed for coverage type. Indicate the experience with public and governmental entities and the volume of coverage placed for entity type. Indicate how long the firm has been in business and how long you have had a local office.
- 2. Present the qualifications and experience of brokerage personnel who will be assigned to this account. Provide resumes for the account manager, other individuals who will be assigned to this account and identify the extent of their experience in providing services to governmental entities. Indicate the reporting structure and whether this person or office reports to a national office. Specify location of any offices that may service the City account. Specify any insurance designations that your staff maintains such as CPCU, ARM, AIC, CIC. Specify the role of each individual and that individual's reporting relationship within your office. Please provide an Organization Chart.
- Provide a list of your governmental entity clients during the past 5 years, the type of insurance/services provided and the names and telephone numbers of contacts for each entity who may be contacted for reference purposes. Please include any and all governmental clients currently handled by the account manager your firm intends to assign to this account.
- 4. Provide a description of how you would propose to market the City's insurance program. Specify markets you would approach, your experience with those markets and the strategy you would use. List insurers you would approach, in order of preference, to provide coverage for the City. Indicate any proprietary programs for governmental entities. For each insurer, list the current Best's rating for that firm and whether that firm is admitted or non-admitted in Nevada.
- 5. If you intend to utilize the services of a co-broker, describe what specific services that co-broker will provide and the history of your relationship with that co-broker.

- 6. Does your agency retain full-time employees engaged in specialty areas such as in-house claims and loss control and safety services? Describe the services, level of availability and provide employees' names with a brief resume of their experience.
- 7. The proposed cost of the services outlined in this RFP. Is the cost all-inclusive, or do certain services require additional fees? Please make it clear what your costs cover. The City reserves the right to negotiate the scope of work and applicable costs with the selected vendor.



INSURANCE BROKERAGE SERVICES QUESTIONNAIRE

Provide your firm/agency name and a brief history of your firm. The description should include the size of the firm, number of employees, revenues and areas of specialization. Include the premium volume both nationally and for the local office that will be handling this account. Indicate the type of coverages placed. Indicate the percentage of premium placed for coverage type. Indicate the experience with public and governmental entities and the volume of coverage placed for entity type. Indicate how long the firm has been in business and how long you have had a local office.

ABOUT GALLAGHER

Gallagher started as a single office in Chicago and has grown to a publicly traded global organization with more than \$6.9 billion in adjusted revenues, 850 offices in 68 countries, more than 39,000 team members with service capabilities in 130-plus countries. Our business units and subsidiaries provide the full spectrum of specifically tailored risk management products and solutions for complex operations.

Gallagher's history is a compelling story of the insurance business; to learn more visit ajg.com/about-us/.

Premium Volume

Gallagher is unable to provide information on the premium volume we handle, as we work with tens of thousands of clients. That said, it is likely more relevant to site some of the clients we work with in the greater Las Vegas service area, which include Clark County, City of Henderson, and LV PPACE who collectively have combined premiums (all lines) approaching \$200 million.

Type of Coverages Placed

Gallagher provides coverage for just about any line of service that our clients would like to provide to their employees.

Public Entity Expertise

With more than 3,000 public entity clients, Gallagher's Public Sector Practice is dedicated to serving the needs of public employers. The City will have a partner with extensive experience working with states, counties, cities and, government employers. We have built our Public Sector Practice by bringing together over 200 consultants to share best practices, products, resources, benchmarking and data, and practice specialists to best serve our public sector clients.

Public sector practitioners at Gallagher have spent decades providing industry-leading solutions in the public sector. We are active in the public sector community, including participation in organizations such as Association of School Business Officials (ASBO), Public Risk Management Association (PRIMA), Government Finance Officers Association (GFOA), National Public Employer Labor Relations Association (NPELRA), National Association of Counties (NACo), International City Managers Association (ICMA) and International Public Managers Association (IPMA-HR). We understand you faces unique challenges as a public sector employer. Your organization is exempt from certain laws and subject to others that may — or may not — create flexibility and cost efficiency. Tax revenue and other revenue sources are subject to change and drive the design and financing of employee compensation and benefits. Often, collective bargaining agreements and intense public scrutiny affect your decisions.

Your Gallagher team takes these factors into consideration. We bring a broad range of public sector-focused solutions and expertise, including work in collective purchasing, benchmarking data and healthcare utilization review and analysis. In addition, with our industry specialization and large number of public entity clients, you have access to a deep reservoir of industry benchmarks.

Gallagher will design a strategy that aligns investments in employee health, talent management, financial wellbeing and career growth with financial realities in the public sector. We'll help build a better workplace that inspires employees to give their professional best — and help the City meet its business objectives for years to come. Your Gallagher team will partner with you to overcome complex challenges, and help you serve the public in a fiscally responsible manner — now, and well in to the future.

Gallagher Benefit Services, Inc.

Gallagher Benefit Services, Inc. (Gallagher), a wholly owned subsidiary of Arthur J. Gallagher & Co., has provided brokerage and consulting services since the benefits division was founded in 1961. For over 60 years, Gallagher has specialized in strategic benefits consulting, brokerage and administration.



Present the qualifications and experience of brokerage personnel who will be assigned to this account. Provide resumes for the account manager, other individuals who will be assigned to this account and identify the extent of their experience in providing services to governmental entities. Indicate the reporting structure and whether this person or office reports to a national office. Specify location of any offices that may service the City account. Specify any insurance designations that your staff maintains such as CPCU, ARM, AIC, CIC. Specify the role of each individual and that individual's reporting relationship within your office. Please provide an Organization Chart.

Our core team structure is as follows:

- Lead Consultant with dedicated areas of focus to provide comprehensive strategic direction.
- Account Director who will oversee all client deliverables and vendor performance.
- Account Manager who serves in a day-to-day plan management capacity. Works very closely with the Project Manager on
 execution of strategy and attends client facing strategy and renewal meetings.
- Financial Benefit Analyst who will help with all things data and analytics

In addition to our core team, our clients are supported by subject matter experts in the areas of compliance, global benefits, employee engagement, human resources and compensation, and others. We have included roles and bios of our team, below. Your proposed team all have years of experience that make them valuable assets to helping the City grow and expand upon their organizational wellbeing. The Denver office will be primarily serving the City, however, other team members around the West will be available to help from our offices located in the Western states. All offices report to our Rolling Meadows, IL, headquarters.

Our integrated service model incorporates all the appropriate expertise and resources needed to help our clients manage their employee benefits program. This team approach allows us to always remain completely available and responsive to our clients. By intent, your consulting team's workload and schedule will allow them to be fully available to meet the City's needs.



Shawn Adkins | Area Vice President | Denver Office

Shawn joined Gallagher Benefit Services, Inc. in April 2006. He has over 20 years of experience in employee benefits consulting, hospital administration, and financial management with large national insurance companies. He also has two years of experience in Investment Banking.

Shawn has extensive experience in establishing both strategic and tactical health and welfare plan designs that compliment total compensation strategies. In particular he has unique experience working with committees and other advisor groups to bring relevant information to help foster key decisions. His expertise is mid-to-large sized groups in both private and public sectors.

In addition, Shawn's background includes significant senior underwriting experience for major insurers, as well as a background in provider contracting and Medicare operations. As such, he brings invaluable perspective and expertise with respect to financing, provider reimbursement, and forecasting.

Shawn obtained his Bachelor of Science degree in accounting, has an MBA with an emphasis in Finance, a Masters in Accountancy, a Masters in Computer Science, and has completed graduate work in Human Resource Management. He is a Certified Public Accountant (AR #6774 - inactive) as well as a Certified Employee Benefit Specialist.

Shawn has experience and expertise in the following:

- Self-funding
- Development of benefit design and contribution strategies
- Adverse selection
- Network analysis, cost analysis and interpretation
- FAS 106 & GASB 45/75
- Carrier negotiation





Lynn Brownlee | Senior Client Manager | Denver Office

Lynn joined Gallagher Benefit Services, Inc. in 2000. She has over 23 years of experience in the benefits industry.

Her prior experience includes seven years of Retail Management, and five years as a Sales Assistant in various industries

Lynn's field of expertise includes benefit plan administration, self-funded plan design, bid preparation and analysis, contract and document review, compliance, claims, mergers and acquisitions, project management, and computer software.



Brian Bush | Underwriter | Denver Office

Brian Bush is a technical consultant in the Health and Welfare business of Arthur J. Gallagher's Denver office. Brian's work with self-funded governmental plans and for-profit entities includes:

- Renewal projections;
- Stop loss coverage analysis;
- Benefit Plan Change analysis;
- Incurred But Not Reported (IBNR) reserve calculations;
- Contribution strategies;
- Risk Assessment; and
- Health Care Reform related calculations.

Brian has been in the employee benefit industry for 16 years. Prior to joining Arthur J. Gallagher, Brian held several roles at OptumHealth Behavioral Solutions ranging from the Underwriting Manager to the Director of Underwriting. His primary responsibilities included overseeing the underwriting of fully insured and self-funded cases ranging in size from 500 to 500,000 employees; determining and negotiating fully insured and self-funded rates for new and renewal Employer, Health Plan and Public Sector accounts with brokers, consultants and the customers themselves; ensuring the accounts written were profitable on an individual basis as well as in total; creating the pricing for new products/services; being a Subject Matter Expert for Mental Health Parity and Autism, the development of pricing models; training underwriters, account managers and sales; calculating the impact of benefit plan changes, and development of the underwriting staff.

Brian graduated with a degree in Mathematics and minors in Statistics and Education from the University of California at Davis.



Sally Wineman, JD | Area Senior Vice President, Compliance Counsel, Legislative Compliance Seattle Office

Sally Wineman is Area Senior Vice President, Compliance Counsel, of the Legislative Compliance Practice within Gallagher's Benefits and HR Consulting division. She specializes in developing effective strategies for organizational compliance with rules and regulations affecting employer health and welfare benefit plans, and helps develop strategy for Gallagher's compliance practice.

With more than 30 years of experience in employee benefits, Sally works with clients and consultants throughout seven Western states. She focuses on integrated risk management to support overall organizational health. By leveraging the Gallagher Better WorksSM approach, Sally helps clients develop a people strategy that not only results in full compliance with laws and regulations, but delivers better work and a healthier workforce. Prior to joining Gallagher, Sally worked in private legal practice.

Sally has an undergraduate degree from the University of Montana, and a J.D. from the University of Michigan Law School. She regularly speaks at conferences and seminars nationwide on Healthcare Reform (PPACA), HIPAA, compliance audits and other key compliance topics.

Organizational Chart

Core Consulting Team



Shawn Adkins Area Senior Vice President









Provide a list of your governmental entity clients during the past 5 years, the type of insurance/services provided and the names and telephone numbers of contacts for each entity who may be contacted for reference purposes. Please include any and all governmental clients currently handled by the account manager your firm intends to assign to this account.

Below we have included a few references of some of our public entity clients for the past five years.

Reference	City of Henderson, NV
Type of insurance/services provided	Employee Benefits Consulting & Brokerage Services
Contact	Courtney Redsull, Employee Benefits Manager
Phone Number	702-267-1906

Reference	Clark County, NV
Type of insurance/services provided	Employee Benefits Consulting & Brokerage Services
Contact	Geree Gonzales, Employee Benefits Manager
Phone Number	702-455-3172

Reference	Metro Las Vegas Police Department (PPACE)
Type of insurance/services provided	Employee Benefits Consulting & Brokerage Services
Contact	Richard Hogan, CFO
Phone Number	702-828-1365

Provide a description of how you would propose to market the City's insurance program. Specify markets you would approach, your experience with those markets and the strategy you would use. List insurers you would approach, in order of preference, to provide coverage for the City. Indicate any proprietary programs for governmental entities. For each insurer, list the current Best's rating for that firm and whether that firm is admitted or non-admitted in Nevada.

As part of the overall strategy, we typically recommend that our clients consider marketing products every three years. Replacing vendors can be disruptive, therefore we will be diligent in our efforts to negotiate market competitive contracts. When your vendors aren't able to adequately address service issues or provide a competitive financial package, we will recommend marketing the plan.

Our vendor search/marketing philosophy is based around asking the "appropriate" questions to bidders for answers that are customized to meet the needs of our clients. We do not use a standard approach – all proposals are the same for all clients – rather we start with a base RFP and then develop custom questions and criteria based on your unique objectives, characteristics and needs.

Gallagher has very specific experience in marketing lines of coverage in the greater Las Vegas service area and the relationships/independence needed to help the City conduct a thorough evaluation. We have an intimate understanding of all of the national and regional health plans that operate in this market, including their specific strengths and weaknesses.



Taking all of this into consideration, we will:

- Collaborate with procurement to ensure all the City's contractual language is built into the RFP
- Facilitate RFP distribution/communication
- Develop scoring criteria with the City that aligns with the priorities of a vendor partner
- Conduct technical analysis (quality and access)
- Conduct financial evaluation (unit cost and trend management)
- Meet with the City to review the results

Highlights of the RFP development process include:

- Establish selection criteria. Understand what your organization desires from a vendor partner both in the short term, and the long term.
- Collect data. Ensure that benefits, claims and other pertinent information about the plan are accurately presented to the
 marketplace in order for them to provide the most competitive and relevant proposal.
- Identify solicitation list. Identify a list of optimal vendors suitable to meeting your specific needs based on your vendor partner goals.
- Develop RFP. Assist with development of the RFP document that includes both industry standard requirements, as well as clientspecific requirements.
- Finalize and distribute RFP. Solicit the City's input on the draft RFP, requesting review and input of the detailed technical and financial questionnaires, as well as the performance metrics we set forth in the RFP.

Once the RFP has been finalized and distributed to the vendors, the evaluation process begins. Details of this process are outlined below:

- Conduct pre-bid call with vendors and/ or answer Q&As via email (whichever is preferred)
- Develop scoring criteria. In advance of receiving the proposals in from the vendor recipients, we will work with the City to identify criteria for scoring each proposal response. This criteria will be based off and weighted towards the City's objectives. Gallagher will take an initial pass at filling in the scoring as part of the release of the proposal summary report.
- Provide proposal response analysis both technical and financial. Gallagher will assess the vendor technical responses based on
 both industry standards as well as standards specified by the City during the selection criteria discussions. Gallagher will conduct a
 thorough financial analysis of fixed costs, network discounts, and the impact of either improved or reduced network access. We will
 have a technical questionnaire geared towards understanding the technical and qualitative part of the services being offered by
 each vendor, as well as a financial section made up of various sections of analysis including looking at provider network discounts,
 network continuity/ disruption, administrative fees, access, etc. and providing the financial impact on expected claims costs.
- Provide a Summary report and finalist recommendations. Based on the criteria set forth in our initial planning discussions,
 Gallagher will summarize vendor responses for the City with an eye towards highlighting the strengths and weakness of the carriers for various components of both the technical and cost proposal, as well as taking an initial pass at scoring each vendor response. We will meet with you to review our report, including recommendations on finalists.

At the conclusion of the proposal evaluation, we typically select the top two or three vendors to proceed as "finalists". Each of these finalists are asked to prepare and present at a finalist meeting, as well as refine any parts of their proposal that require modification.

Implementation services are also supported once you make a final selection on a preferred vendor. We will assist you with an implementation plan and contract review, as well as take the lead on implementation (i.e., project management). Our level of involvement may vary based on the City's current resources available internally to take this on.

Carriers to Consider

Your proposed team would look to the following listed carriers based on our understanding, at this point, of the City's needs.

There are two or three unique carriers (outside the traditional – Aetna, BCBS, CIGNA, and United). The first two are HPN (owned by UHC) and UHS (owned by hospital), the third would be for a self-funding solution – the hospital coalition. We do not see an AM Best rating for UHS; however, AM Best does show HPN as an A rate company (the coalition is not applicable as it isn't an insurer). We have included a listing of the AM Best ratings, please click here to download a copy. We would be happy to do further research if there is a particular vendor/carrier you would like us to look up.

If you intend to utilize the services of a co-broker, describe what specific services that co-broker will provide and the history of your relationship with that co-broker.

At the current moment, Gallagher does not anticipate working with a co-broker. If this changes, we would sit down to discuss options with the City to ensure we continue to provide quality service.



Does your agency retain full-time employees engaged in specialty areas such as in-house claims and loss control and safety services? Describe the services, level of availability and provide employees' names with a brief resume of their experience.

Yes, Gallagher, employs several employees that specialize claims, loss control and safety services. While these services are more traditionally tied to workers compensation and other property and casualty insurance services, we would be happy to discuss how our team could collaborate with the City to find the necessary solution. Because these are part of traditional employee benefits we have not included these services in our core fee/scope of services. That said, we would certainly love the opportunity to discuss this further.

The proposed cost of the services outlined in this RFP. Is the cost all-inclusive, or do certain services require additional fees? Please make it clear what your costs cover. The City reserves the right to negotiate the scope of work and applicable costs with the selected vendor.

Gallagher customizes our compensation arrangements to meet the unique needs of each client and the nature of the services they have requested. We are flexible in the method of compensation in which we are paid and we are open to a number of compensation arrangements. Our general approach to compensation, however, never changes. We make these promises to all of our clients:

- Our compensation may be derived from fees or commissions, or a combination of both. The choice is made by each client based on their philosophical and budgetary considerations
- Our compensation will be a fair reflection of the services we are asked to provide
- Our compensation will be inclusive and agreed upon in advance
- We will fully disclose to our clients all compensation we receive each year

Based on the information provided in the RFP and supporting question and answer addendum, we are prepared to enter into a retainer of \$135,000 per year (billed quarterly). Unless otherwise stated above, we would consider the following services out-of-scope and would work with the City to find a mutually agreed upon fee as they arise:

- 1) Any RFP activity exception stop loss
- 2) GASB 75 valuations
- 3) State Disability and/or Paid Family Medical Leave (if it passes NV legislature)
- 4) Complex model and negotiations for collective bargaining including medication
- 5) Custom communications
- 6) Printing and postage
- 7) Benefit administration technology support
- 8) Actuarial certifications

We do believe an important part of our value proposition is that we can offer a broad and deep set of services under a fully transparent fee model. Our proposal is based on an accurate assessment of the scope of work and sets forth a budget allocated for the services required. We track our services against this budget regardless of whether it's being paid on a retainer basis or under a commission arrangement. We don't use a "billable hour" structure to determine our costs and therefore we can offer you the flexibility of getting the right team assigned without risking quality and service delivery.

EXHIBIT "I" Insurance Broker Services Pricing Proposal Form



CITY OF NORTH LAS VEGAS Insurance Broker Services Pricing Proposal Form

Please describe your fees for proposed services (Health Insurance Benefits) and are they fixe or variable per project. Also, please describe any commission fees and structure for all services		