



### City of Somerville: Standard Contract Form

**CONTRACT NAME: Flexible Spending Account Administration**

This Contract, numbered 210160, is made by and between the City of Somerville, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, with an address of 93 Highland Avenue, Somerville, Massachusetts, acting by and through its Purchasing Department ("City") and the Vendor, defined as follows, ("Vendor"):

<b>Vendor Name:</b>	Benefit Strategies, LLC		
<b>Vendor Address:</b>	P.O. Box 1300, 967 Elm Street, Manchester, NH 03101		
<b>Vendor Contact Name, Email, &amp; Tel./Fax #:</b>	Thomas J. Smith	<a href="mailto:tsmith@benstrat.com">tsmith@benstrat.com</a>	
	603-232-8020		
<b>Contract Amount:</b>	\$ 31,200.00		
<b>Purchase Order #:</b>	20212780		
<b>Contract Term:</b>	1/1/2021 through 6/30/2023		
<b>Term:</b>	<p>The term of this Contract shall commence on 1/1/2021 and shall end on 6/30/2023 ("Term").</p> <p>Option to renew for an additional 3 year(s) exercisable solely at the discretion of the City.</p> <p>The Vendor shall complete the provision of Goods and/or the performance of Services prior to the end of the Contract term (the "Completion Date"). The term of this Contract may be extended at the sole discretion of the City, through written notice to the vendor.</p>		
<b>Procurement Type:</b>	Request for Proposals under MGL c. 30B, s. 6 (RFP #21-21)		
<b>Contracting Department:</b>	<b>Personnel</b>	<b>Project Manager:</b>	<b>Barbara Brown</b>
<b>Scope of Work (Goods / Services):</b>	The Vendor shall provide the Goods and/or Services, as described within the attached <b>Appendix A (Scope of Work)</b> , made part hereof.		
<b>Compensation:</b>	The City agrees to pay the Vendor a total not to exceed \$31,200.00 for Goods and/or Services rendered and accepted in accordance with the Contract Documents. Rates, units, charges, and frequencies are specified in the attached <b>Appendix B</b> made part hereof.		
<b>Vendor Certifications:</b>	<p>Under the pains and penalties of perjury, the Vendor agrees to perform this Contract and provide the Goods and/or Services in accordance with the City of Somerville's Standard Contract General Conditions, and Supplemental Conditions (if applicable), as set forth within the attached hereto, made part hereof.</p> <p><input type="checkbox"/> Supplemental Conditions apply if checked</p> <p>Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is notified by the IRS for an incorrect TIN provided by the Vendor, the Vendor is responsible for penalties.</p> <p>TIN: The Vendor certifies that its accurate federal tax identification number as reported to the IRS is: <b>26-0003294</b></p> <p>This Contract has been duly executed and delivered on behalf of the Vendor by its: Officer (President, Vice President, Treasurer, Secretary) General Partner, Trustee, other: _____; in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified, or rescinded as of the date hereof.</p>		

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Appendix C: Forms (Check if Applicable; If Unchecked, Not Applicable)

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Certificate of Authority              | <input type="checkbox"/> Sole Source Declaration               |
| <input checked="" type="checkbox"/> Evidence of Insurance                 | <input type="checkbox"/> Statement of Management               |
| <input checked="" type="checkbox"/> Bid Package Documents                 | <input type="checkbox"/> Vulnerable Road Users Ordinance       |
| <input checked="" type="checkbox"/> Somerville Living Wage Ordinance Form | <input type="checkbox"/> Campaign Contribution Disclosure Form |
| <input type="checkbox"/> Certificate of Good Standing                     |  |

IN WITNESS WHEREOF, the City and the Vendor have executed this Contract as a sealed instrument on  
this, the 24th day of November, 2020

VENDOR

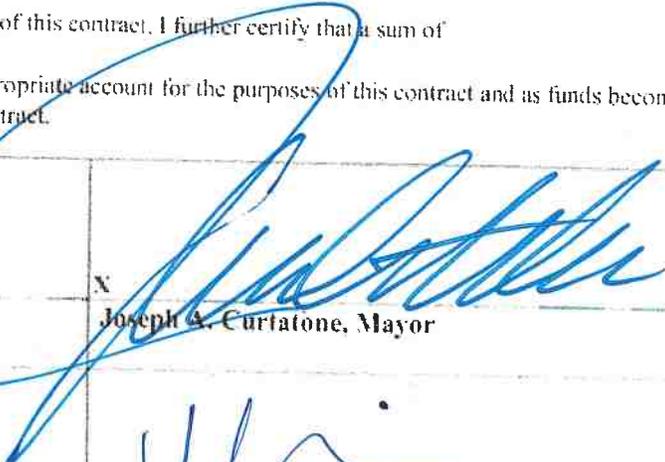
X  Thomas J. Smith Vendor Signature (Duly Authorized):	Date Signed: 11-24-2020
	Print Title: President Benefit Strategies LLC
	Print Name: Thomas J. Smith

CITY

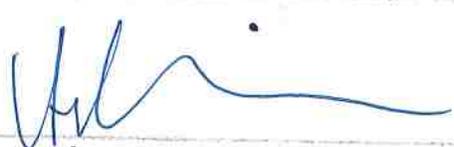
City Auditor's Encumbrance Statement

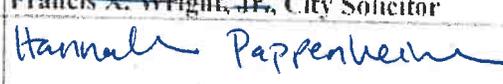
I hereby certify that the total contract amount is \$ 31,200.00 and that an unencumbered balance of  
\$ 5,900.00 is available for the current fiscal year of this contract. I further certify that a sum of  
\$ 5,900.00 is hereby encumbered against the appropriate account for the purposes of this contract and as funds become available, I  
will encumber additional sums as are required under this contract.

X   
Edward Bean, City Auditor

X   
Joseph A. Curtatone, Mayor

X   
Angela M. Allen, Purchasing Director

X   
Approved as to form:  
Francis X. Wright, Jr., <sup>Asst.</sup> City Solicitor

  
Hannah Pappenheim

X   
Elaine O'Sullivan, Acting Personnel Director

# CITY OF SOMERVILLE STANDARD CONTRACT GENERAL CONDITIONS

## 1. Definitions

"City" shall mean the City of Somerville, Massachusetts.

"Contract" and "Contract Documents" shall include the following documents, as applicable: City's Standard Contract Form; these Standard Contract General Conditions; Supplemental Conditions (if applicable); City's Invitation for Bids, Request for Proposals, Request for Quotation, or other solicitation; the Vendor's response to the City's solicitation document including certifications but excluding any language stricken by City as unacceptable. Appendices are made an integral part of this Contract. The Contract documents are to be read collectively and complementary to one another; any requirement under one shall be as binding as if required by all. In the event of any conflict or inconsistency between the City's Standard Contract General Conditions and the Supplemental Conditions, the Supplemental Conditions shall prevail. In the event of any conflict or inconsistency between the provisions of the City's Standard Contract Form or these Standard Contract General Conditions and any other Contract Documents or appendices, the provisions of the City's Standard Contract Form and/or these Standard Contract General Conditions shall prevail. In the event of any conflict or inconsistency between the Contract Documents and any applicable state law, the applicable state law shall prevail.

"Certify" or "Certifies" shall mean that the Vendor certifies under pains and penalties of perjury to the statement referenced.

"Vendor" shall mean the individual, corporation, partnership, or other entity which is a party to this Contract.

## 2. Performance; Time

The Vendor shall perform in accordance with all provisions of this Contract in a manner satisfactory to the City. The Vendor's performance shall be timely and meet or exceed industry standards for the performance required. It is understood and agreed that all specified times or periods of performance are of the essence of this Contract.

## 3. Acceptance of Goods or Services

Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by the City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Vendor, and accept or reject same.

## 4. Compensation

The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount stated on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed payment schedule.

The Vendor shall periodically submit invoices to the City, for which compensation is due under this Contract and requesting payment for goods received or services rendered by the Vendor during the period covered by the invoice. The invoice must agree to the rates/payment schedule as indicated in this contract. The invoice shall include the following information: vendor name, vendor remit address, invoice date, invoice number, itemized listing of goods, services, labor, and expenses and indicating the total amount due. The City shall review the invoice and determine the value of goods or services accepted by the City in accordance with the Contract Documents. Payments due to the Vendor will be made within sixty (60) days from receipt and approval of an invoice. Final invoices from the Vendor are due no later than ninety (90) days from the Completion Date. Any invoice received past the ninety (90) day date will not be paid. If this Contract is extended, invoices related to the extension period are due no later than ninety (90) days from the Extended Completion Date.

The Vendor shall furnish such information relating to the goods or services or to documentation of labor or expenses as may be requested by the City. Acceptance by the Vendor of any payment or partial payment, without any written objection by the Vendor, shall in each instance operate as a release and discharge of the City from all claims, liabilities, or other obligations relating to the performance of this Contract.

In case of an error in extension prices quoted herein, the unit price will govern (Applicable To Goods Only).

## 5. Release of City on Final Payment

Acceptance by the Vendor of payment from the City for final delivery of goods or rendering of services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Vendor notifies the City in writing within three (3) months after such payment.

## 6. Risk of Loss

The Vendor shall bear the risk of loss, for any cause, for any Vendor materials used for this Contract and for all goods, deliverables, and work in process, until possession, ownership, and full legal title to the goods and deliverables are transferred to and accepted by the City.

The Vendor shall pay and be exclusively responsible for all debts for labor and material contracted for by the Vendor for the rental of any appliance or equipment hired by Vendor and/or for any expense incurred on account of services to be performed or goods delivered under this Contract.

The City shall not be liable for any personal injury or death of the Vendor, its officers, employees, or agents.

## 7. Indemnification

The Vendor shall indemnify, defend (with counsel acceptable to City, which acceptance shall not be unreasonably withheld), and hold harmless the City of Somerville, its officers, employees, agents and representatives from and against any and all claims, suits, liabilities, losses, damages, costs or expenses (including judgments, costs, interest, attorney's fees and expert's fees) arising from or in connection with any act or omission relating in any way to the performance of this Contract by the Vendor, its agents, officers, employees, or subcontractors.

The extent of this indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth in this paragraph shall survive the expiration or termination of this Agreement.

## **8. Default; Termination; Remedies**

### **A. Events of Default**

The following shall constitute events of default under this Contract: (1) The Vendor has made any material misrepresentation to the City; or (2) a judgment or decree is entered against the Vendor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency; or (3) the Vendor files a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors; or (4) the Vendor seeks or consents or acquiesces in the appointment of any trustee or receiver, or is the subject of any other proceeding under which a court assumes custody or control over the Vendor or of any of the Vendor's property; or (5) the Vendor becomes the defendant in a levy of an attachment or execution, or a debtor in an assignment for the benefit of creditors; or (6) the Vendor is involved in a winding up or dissolution of its corporate structure; or (7) any failure by the Vendor to perform any of its obligations under this Contract, including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Vendor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Vendor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the Services or Supplies that were properly rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the Services or Supplies for reasons not beyond the Vendor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination; or (8) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

### **B. Termination Upon Default.**

In the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may, at its option, terminate this Contract immediately by written notice of termination specifying the termination date.

Notwithstanding the above, in the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may give notice in writing of a default, which notice shall set forth the nature of the default and shall set a date, by which the Vendor shall cure the default, subject to approval of the City.

If the Vendor fails to cure the default, the City, in the alternative, may make any reasonable purchase or contract to acquire goods or services in substitution for those due from Vendor. The City may deduct the cost of any substitute contract or nonperformance together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Vendor. If the damages sustained by the City exceeds sums due or to become due, the Vendor shall pay the difference to the City upon demand.

Upon immediate notification to the other party, neither the City nor the Vendor shall be deemed to be in default for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control. The City retains all rights and remedies at law or in equity.

If the Vendor fails to cure the default within the time as may be required by the notice, the City, acting through its Chief Procurement Officer, may, at its option terminate the Contract.

The parties agree that if City erroneously or unjustifiably terminates this Contract for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

### **C. Termination For Convenience.**

Notwithstanding any language to the contrary within this Contract, the City, acting through its Chief Procurement Officer, may terminate this Contract, without cause at any time, effective upon the termination date stated in the notice of termination. In the event of termination for convenience, the Vendor shall be entitled to be paid for goods delivered and accepted and services rendered and accepted prior to notice of termination at the prices stated in the Contract, subject to offset of sums due the Vendor against sums owed by the Vendor to the City. Any goods or services delivered after notification of termination but prior to the effective termination date must be approved in writing in advance by the City in order to be eligible for payment. In no event shall the Vendor be entitled to be paid for any goods or services delivered after the effective date of termination. The Vendor shall be entitled to no other compensation of any type. In no case shall a Vendor be entitled to lost profits.

### **D. Obligations Upon Termination.**

Upon termination of this Contract with or without cause, the Vendor shall immediately, unless otherwise directed by the City: 1. cease performance upon the stated termination date; 2. surrender to the City the Vendor's work product, which is deliverable under the Contract, whatever its state of completion; and 3. return all tools, equipment, finished or unfinished documents, data, studies, reports, correspondence, drawings, plans, models, or any other items whatsoever prepared by the Vendor pursuant to this Contract, which shall become property of the City, or belonging to or supplied by the City.

### **E. Rights and Remedies.**

The City shall have the right to: a) disallow all or any part of the Vendor's invoices not in material compliance with this Contract; b) temporarily withhold payment pending correction by the Vendor of any deficiency; c) sue for specific performance or money damages or both, including reasonable attorneys' fees and costs incurred in enforcing any Vendor obligations hereunder; d) pursue remedies under any bond provided; and e) pursue such other local, state and federal actions and remedies as may be available to the City.

Any termination shall not effect or terminate any of the rights or remedies of the City as against the Vendor then existing, or which may accrue because of any default. No remedy referred to in this subsection is intended to be exclusive, but shall be cumulative, and in addition to any other remedy referred to above or otherwise available to the City or Vendor at law or in equity. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

## **9. Insurance**

The Vendor shall comply with all insurance requirements set out in the Contract Documents. The Vendor shall deliver to the City new certificates of insurance at least ten (10) calendar days prior to expiration of the prior insurance and shall furnish the City with the name, business address and telephone number of the insurance agent. Vendor certifies compliance with applicable state and federal employment laws or regulations including but not limited to G.L. c. 152 (Workers' Compensation), as applicable, and Vendor shall provide City with acceptable evidence of compliance with the insurance requirements of this chapter.

## **10. Governing Law; Forum**

This Contract shall be governed by the laws of the Commonwealth of Massachusetts. Any action arising out of this Contract shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

#### **11. Complete Agreement**

This Contract supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

#### **12. Amendment**

No amendment to this Contract shall be effective unless it is signed by the authorized representatives of all parties and complies with all requirements of the law. All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the City, as set forth in the below section, and the Vendor.

#### **13. Conditions of Enforceability Against the City**

This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor; (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form; and (4) funding is appropriated for this Contract or otherwise made available to the City.

This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by any City representatives are not binding. Vendors should verify funding and contract execution prior to beginning performance.

When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by Vendor which would cause total claims or payments under this Contract to exceed the amount so certified.

The City's Standard Contract Form and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements or forms relating to the performance of this Contract, including contract forms, purchase orders, or invoices of the Vendor.

The City shall have no legal obligation to compensate a Vendor for performance that is outside the scope of this Contract. The City shall make no payment prior to the execution of a Contract.

#### **14. Taxes**

Purchases incurred by the City are exempt from Federal Excise Taxes and Massachusetts Sales Tax, and prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. The City of Somerville's Massachusetts Tax Exempt Number is: **MO46 001 414**.

#### **15. Independent Contractor**

The Vendor is an independent contractor and is not an employee, agent or representative of the City. The City shall not be obligated under any contract, subcontract, or commitment made by the Vendor.

#### **16. Assignment; Sub-Contract**

The Vendor shall not assign, delegate, subcontract, or transfer this Contract or any interest herein, without the prior written consent of the City.

#### **17. Discrimination**

The Vendor agrees to comply with all applicable laws prohibiting discrimination in employment. The Vendor agrees that it shall be a material breach of this Contract for the Vendor to engage in any practice which shall violate any provision of G.L. c. 151B, relative to discrimination in hiring, discharge, compensation or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, sexual orientation, age, or ancestry.

#### **18. Waiver**

All duties and obligations contained in this Contract can only be waived by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to said party.

#### **19. Severability**

In the event that any provision of this Contract shall be held to be illegal, unenforceable or void, such provision shall be severed from this Contract and the entire Contract shall not fail on account thereof, but otherwise remain in full force and effect and shall be enforced to the fullest extent permitted by law.

#### **20. Notice**

The parties shall give notice in writing by one of the following methods: (i) hand-delivery; (ii) facsimile; (iii) certified mail, return receipt requested; or (iv) overnight delivery service, to the Vendor at the contact information specified on the face of this Contract; to the City addressed to: Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143. Fax # 617-625-1344 with a copy to: City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143. Notice shall be effective on the earlier of (i) the day of actual receipt, or (ii) one day after tender of delivery.

#### **21. Captions**

The captions of the sections in this Contract are for convenience and reference only and in no way define, limit or affect the scope or substance of any section of this Contract.

#### **22. Non-Collusion**

This Contract was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity. The Vendor certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

### **23. Tax and Contributions Compliance**

The Vendor certifies, under pains and penalties of perjury, in accordance with MGL c. 62C, s. 49A, that the Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, is in good standing with respect to all returns due and taxes payable to the Commonwealth, reporting of employees and contractors, and withholding and remitting of child support and to contributions and payments in lieu of taxes. In the event that the City is notified by the IRS that the TIN provided by the vendor and the vendor name as recognized by the IRS do not match their records, the vendor is responsible for all penalties.

### **24. Municipal Taxes, Charges and Liens**

The Vendor certifies that it has paid all accounts receivable owed to the City of Somerville, including but not limited to real estate, personal property or excise tax, parking fines, water/sewer charges, license/permit fees, fines and/or any other municipal lien charges due to the City of Somerville. Pursuant to MGL c. 60, s. 93, the Vendor agrees that the Collector/Treasurer of the City may withhold from amounts owing and payable to the Vendor under this Contract any sums owed to any department or agency of the City which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been fully paid, and the Collector/Treasurer may apply any amount owing and payable to the Vendor to satisfy any monies owed to the City.

### **25. Compliance with Applicable Laws**

The Vendor shall comply with all applicable federal and state laws, and city ordinances and regulations, which in any manner affect performance of this Contract. The Vendor shall defend, indemnify, and hold harmless the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions of the Vendor, its agents, employees or subcontractors.

### **26. Conflict of Interest**

The Vendor certifies that no official or employee of the City has a financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A (Conflict of Interest). The Vendor certifies that it has reviewed the Massachusetts Conflict of Interest Law, MGL c. 268A and at any time during the term of this Contract, the Vendor is required to affirmatively disclose in writing to the City the details of any potential conflicts of interest of which the Vendor has knowledge or learns of during the Contract term.

### **27. Licenses and Permits**

The Vendor certifies that it is qualified to perform the Contract and shall obtain and possess at its sole expense, all necessary licenses, permits, or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency, for any activity under this Contract. The Vendor shall submit copies of such licenses and/or permits to the City upon request. If a business, the Vendor certifies that it is a duly organized and validly existing entity, licensed to do business in Massachusetts, in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the Contract, and listed under the Commonwealth of Massachusetts Secretary of State's website as required by law.

**28. Recordkeeping, Audit, and Inspection of Records** All records, work papers, reports, questionnaires, work product, regardless of its medium, prepared or collected by the Vendor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. In the event of termination or upon expiration of the Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, data, drawings, plans, and other tangible work product or materials pertaining to the services performed under this Contract, in both a physical format and electronic format. The electronic format shall be either Comma Separated Values (CSV) files along with the mapping information for each field, or Microsoft SQL (2005/2008) database with all associated Database Schemas, or such other electronic format(s) acceptable to the city. At no additional cost to the City, the Contractor shall store and preserve such records while in their possession in accordance with the requirements of the Massachusetts Public Records Law, the Commonwealth of Massachusetts record retention schedule and City of Somerville record retention schedule. The City shall have the right to at reasonable times and upon reasonable notice to examine and copy, at its reasonable expense, the books, records, and other compilations of data of the Vendor which relates to the provision of services under this Contract. Such access shall include on-site audits, review, and copying of said records.

### **29. Debarment or Suspension**

The Vendor certifies that it has not been and currently is not debarred or suspended by any federal, state, or municipal governmental agency under G. L. c. 29, § 29F or other applicable law, nor will it contract with a debarred or suspended subcontractor on any public contract.

### **30. Warranties (Applicable to Goods Only)**

The Vendor warrants that (1) the goods sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City. The Vendor guarantees that upon inspection, any defective or inferior goods shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior goods. The Vendor guarantees all goods for a period of no less than one (1) year, unless a greater period of time is specified in the Contract Documents.

**Appendix A**  
*Scope of Work*

**SOLICITATION FOR:**  
RFP # 21-21 Flexible Spending Account Administration



**CITY OF SOMERVILLE, MASSACHUSETTS**

**RELEASE DATE:** 9/30/2020  
**QUESTIONS DUE:** 10/7/2020 by 12PM EST  
**DUE DATE AND TIME:** 10/15/2020 by 2PM EST

Anticipated Contract Award	10/27/2020
Est. Contract Commencement Date	1/1/2021
Est. Contract Completion Date	6/30/2023
Est. Renewal Years (If Applicable)	<b>Three (3) additional renewal terms at the City's sole discretion</b>

**DELIVER TO:**  
**City of Somerville**  
**Purchasing Department**  
**Attn:** Thupten Chukhatsang  
Procurement Analyst  
tchukhatsang@somervillema.gov  
**93 Highland Avenue**  
**Somerville, MA 02143**

**Due to the COVID-19 pandemic and the City's measures to contain the spread of this virus, City Buildings are currently not open to the Public. In light of this, additional methods of submission are being provided. Please review the attached forms titled "Methods of Bid Submission" for more details.**

RFP # 21-21  
**SECTION 2.0**  
**RULE FOR AWARD /**  
**SPECIFICATIONS/SCOPE OF SERVICES**

**Rule for Award**

The contract shall be awarded to the responsible and responsive proposer submitting the most advantageous proposal response, taking into consideration all evaluation criteria as well as price. The contract will be awarded within ninety (90) days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the most highly advantageous and responsible offeror.

**Background**

A Flexible Spending Account Plan is currently offered to all benefit eligible employees and administrated by Benefits Strategies, LLC. The plan was first offered to employees effective January 1, 2012 when the City moved to the GIC health insurance plans.

The City is looking to received rates for 5 years. The initial contract will be awarded for a two year term with the option to renew for three (3) additional years with required approvals from the City. As each term is more than 12 months due to the grace period offered to employees to spend down their accounts before the closeout, we will consider each term as 1.5 years to allow for this grace period in the contract. Funding is subject to appropriation on a fiscal year basis.

**Scope of Work**

The Flexible Spending Plan should accommodate all legally permissible categories of expenditure including, but not limited to, the following:

*Qualified Health Care Reimbursement Account*

- Medical Insurance Deductibles
- Co-payments
- Vision Care (eyeglasses, contact lenses, examinations)
- All medical procedures not covered by insurance and OTC expenses
- All dental procedures not covered by insurance

*Dependent Care Assistance Plan*

- All expenses qualified under Sections 125 and 129 of the Internal Revenue Code, and any other Sections of the IRS code or other statute pertaining to payment of dependent care expenses on a pre-tax basis.

The City also has a premium only 125 plan, which is not included in this proposal.

*COVERED EMPLOYEES:*

- The City of Somerville has 1,800 benefits eligible active employees eligible for the FSA. The estimated annual enrollments for FSA plans are approximately 400.
- Most employees are included in one of 16 collective bargaining units, 10 with the City and 6 with the School.

*CURRENT ENROLLMENT and COSTS:*

The City is exempt from ERISA and does not require the preparation of Form 5500.

**Specifications / Requirements**

*SERVICES OUTLINE:*

The successful bidder will:

1. Provide all necessary plan documents
2. Provide all descriptive literature
3. Meet during annual open enrollment and Perk fair with eligible employees in groups of appropriate size in various locations to orient and enroll employees
4. Receive and process all claims via fax, email, postal mail, online or phone application
5. Process and payout all claims within 5 business days
6. Have the ability to administer grace period and process claims simultaneously for different plan years. All reporting must be broken out by each plan year.
7. Administer online annual enrollment accepting enrollments both online portal and via paper. Enter paper enrollments and provide summarized enrollment report after open enrollment.
8. Process new enrollments entered by City Benefits Administrator or sent via paper ad hoc
9. Provide on-line account access for participants and/or City Benefits staff to obtain information on account balances, claims paid and claims received but not yet paid.
3. Determine and administer employee reimbursements. Providing the option of reimbursement via check, debit care and direct deposit options
4. Provide a designated Account Manager who has authority to act on behalf of the offerors' firm assigned to this account. This person must have:
  1. The authority to make decisions regarding company policy;
  2. The ability to obtain same-day decisions; and
  3. At least three (3) years of experience as an account manager for COBRA clients. In the event of an absence, an alternate must be designated and communicated to the County in advance.
5. Provide the City with written notice of any staffing changes among key members of its account team within fifteen (15) days of the change. The City reserves the right to review and approve any such replacements. The City may also at any time request a change in any member of its account team.
6. Mail "Qualifying Event Election Notices" to all qualified beneficiaries and mail them to the homes of eligible COBRA beneficiaries.
7. Provide a paperless solution including web-based communications, enrollment and account access for both participants and plan sponsor. Must include user friendly reporting capabilities for plan sponsor.
8. Ability to receive qualifying event information electronically and/or by hard copy from City or third party provider.
9. Maintain accurate participant information (including Social Security numbers or other identifying numbers, enrollment dates, coverage election, participant addresses and eligibility,
10. Develop and provide the City with an appropriate Plan Document, Summary Plan Description and plan highlights
11. Provide points of contact for employees to call regarding questions, information, etc. via toll free number, online employee portal, phone application
12. Provide the City of Somerville with reports each pay period for 12, 21, 26, 42 and 52 pay period a year cycles as necessary for the administration of the Flexible Spending Account Plan, specifically:
  - a) Periodic reports by employee showing amounts credited to the employees account, the amount paid from the account, and the account balance;
  - b) an end of plan year report showing, by

- employee, amounts left unexpended; c) other reports commonly provided, and d) Pay period reports by employee showing amounts credited to the employees account
- 13. For the FSA, provide individual subscribers with reports, at least twice per year, showing amounts credited to individual accounts, claims received, payments made, and account balance
- 14. Provide other reports, services, etc. typically required in the administration of Flexible Spending Account balance
- 10. Provide discrimination testing once a year for both the Health Care Account and Dependent Care Accounts.

**Fee/Price Proposal (Section 3.0- Pricing)**

Somerville has approximately 400 employees enrolled in their current FSA plans. Please provide rates for a 5 year term. The initial contract will be awarded for a two year term with the option to renew for three (3) additional years at the sole discretion and with required approvals from the City. The minimum categories of fees that must be provided are:

- 1. PEPM (Per Employee Per Month)
- 2. Implementation Fee (if any)
- 3. Renewal Fee (if any)
- 4. Discrimination Testing Fee
- 5. Debit Card Fee
- 6. Total Cost per Year (based on 400 enrolled)

In your proposal please note any exceptions or additional fees not listed above.

**Comparative Evaluation Criteria**

The Comparative Evaluation Criteria set forth in this section of the RFP shall be used to evaluate responsible and responsive proposals. The Comparative Evaluation Criteria are:

All proposals will be reviewed by an evaluation committee composed of employees of the City. Final selection will be based upon the evaluators' analysis of the information and materials required under the RFP and provided by the proposing vendors in their submissions. The City reserves the right to involve an outside consultant in the selection process. Proposals that meet the minimum quality requirements will be reviewed for responses to the comparative evaluation criteria. The evaluation committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable to the comparative evaluation criteria.

The City will only award a contract to a responsive and responsible Proposer. Before awarding the contract(s), the City may request additional information from the Proposer to ensure that the Proposer has the resources necessary to perform the required services. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

Factor 1:	
<b>Highly Advantageous</b>	Have at least 10 years' experience and 10 or more clients with 1,500 or more members
<b>Advantageous</b>	Have at least 8 years' experience and 8 or more clients with 1,000 or more members
<b>Not Advantageous</b>	Have less than at 8 years' experience and less than 8 clients with 1,000 or more members

City of Somerville  
Purchasing Department  
Attn: Thupten Chukhatsang  
93 Highland Avenue  
Somerville, MA 02143

**Re: RFP # 21-21 Flexible Spending Account Administration**

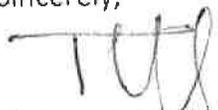
Dear Thupten,

Thank you for providing Benefit Strategies, LLC, with the opportunity to submit a proposal to continue as the administrator of the City of Somerville's Flexible Spending Account (FSA), including COBRA for FSA only. We are confident that we can continue to exceed the City's expectations in every aspect of our operations, from expert, responsive service to detailed reporting capabilities. Our hands-on approach to account and member service employs a customer focused staffing model to achieve optimal results and participant satisfaction. Consider the advantages we can provide:

- We have administered the City's FSA since 2012. We know your administration requirements and your employee culture.
- Our continued goal is to minimize the City's FSA administration workload.
- Competitive price package. We have guaranteed pricing for the contract period (including the two extension periods.) Pricing provided in our submission is firm for ninety (90) days.
- We provide a dedicated implementation team, dedicated account management and 24/7 customer service.
- Benefit Strategies has been providing FSA administration for 31 and currently provide this service to 161 municipal clients.
- We are known as a flexible administrator, able to provide the customization our clients need.

Please contact me directly at (603) 232-8010 or email me at [tsmith@benstrat.com](mailto:tsmith@benstrat.com) to discuss this proposal in greater detail, or if you need additional information.

Sincerely,



Thomas J. Smith | President  
Benefit Strategies, LLC



The Dunlap Building  
967 Elm Street  
PO Box 1300  
Manchester, NH 03101

**Live Chat** [benstrat.com](http://benstrat.com)  
**Phone** (888) 401-FLEX (3539)  
**Fax** (603)647-4668

### **Security and Data Integrity**

Benefit Strategies is committed to protecting data and as such we have voluntarily undergo many security protocols and processes. We are SSAE-18 SOC 2 Type 1 compliant and follow a written HIPAA policy, and have WISP, DRP and Privacy policies. We comply with MA Data Protection Law 201 CMR 17.00. Benefit Strategies has a HIPAA Council that meets regularly and makes any needed adjustments to our HIPAA policy. All employees upon hire must pass a HIPAA test and all employees must pass this test annually.

The Wex Health Cloud platform is SOC 2 Type 2 and PCI DSS Level 1 compliant and has been tested to scale to meet all volume demands.

Benefit Strategies is happy to provide any of our policy documents upon request. Wex Health does require an NDA be in place to release their documents and we are happy to facilitate this.

### **Claims Reimbursement Methods:**

Participants have several options for claims submission:

**Online Portal:** Participants login to their online portal and click on the File A Claim button on the Home Page. They fill out an electronic claim form and browse out to attach and submit their documentation. The claim is submitted directly into our claims processing software.

**Mobile App:** Participants tap the File A Claim button on the Home Screen of our mobile app. They answer a few questions in the app and then tap to upload documentation. Their options are to have their camera open to snap a pic for upload, access their device's camera roll or access a previously saved receipt in the mobile app's receipt storage area. The claim is submitted directly into our claims processing software.

Participants can also complete a paper claim form, which they can obtain from our website, their online portal or by contacting Customer Service. The form can be returned with documentation via fax, secure email or mail.

With all methods, the payment can be made to the participant via paper check to their home address, direct deposit to their designated bank account or paid to someone else such as a provider.

Turnaround time for a claim with all information needed to process it is 1-3 days when submitted through portal and app, and 3-5 days when submitted via email, fax or mail.

Debit Card Transactions and Auto-Adjudication

## Benefit Strategies, LLC Technical Proposal RFP# 21-21 Flexible Spending Account Administration Electronic Submission

The card provides the following auto-adjudication methods for debit card transactions, allowing for an auto-adjudication rate of typically 85-90%:

Benefit Strategies provides the following auto-adjudication methods for debit card transactions:

- Copay matching (up to 5 times the amount of a copay)
- IIAS
- 90% Merchants
- Recurring expenses (must send in substantiation first time and indicate this will be a recurring expense)

Participants should not submit documentation for debit card transactions until they receive a request from Benefit Strategies. Requests are posted in the portal and mobile app and are also emailed and mailed. The first request goes out 7 days post transaction. At 30 days post transaction, the claim is pended and a Request for More Information (RMI) is sent out. At 60 days post transaction, the claim will be denied, and a repayment request sent.

Participants can offset a repayment with new claims or mail the amount due to Benefit Strategies.

The client will be able to see on a claims report any claims that are out for repayment. As part of the plan close out, we can provide a report of outstanding repayment requests.

### **Account Management**

The City of Somerville will continue to have Nancy Cruz as their dedicated Account Manager if the City is happy with this relationship. Nancy has been with Benefit Strategies for 16 years and has been the City's Account Manager since 2015. Nancy is the main point of contact for the City's benefits team, assisting with day-to-day questions, escalations, making proactive recommendations and seeing the City through the renewal process.

### **Customer Service**

Participants have access to our Customer Service team. Our aim is to provide excellent customer service by resolving participant issues on the first phone call. Our first call resolution rate is 96%. If the issue cannot be resolved, we have a defined escalation process in place. The escalation process begins with the customer service representative submitting a ticket to our Quality Control and Resolution Team. It will be assigned to a Subject Matter Expert (SME), who will research the issue and escalate as needed. This may mean reaching out to our Compliance Officer, a claims processor and the dedicated Account Manager. When the resolution is determined a customer service representative will call the participant back and provide time for any further concerns or questions.

## Benefit Strategies, LLC Technical Proposal RFP# 21-21 Flexible Spending Account Administration Electronic Submission

Customer Service is provided at our headquarters in Manchester, NH and our Germantown, MD office. Hours of operation are 8:00 AM to 6:00 PM ET Monday thru Thursday, and 8:00 AM to 5:00 PM ET on Friday. Participants can communicate with customer service via our toll-free number, text-to-chat, online chat and email. We also can conference in translators to calls and chat sessions via our relationship with Language Line.

After hours and on weekends calls are routed to a call center also located in Manchester, NH that can assist with general questions and direct callers to resources. This call center does not have access to the participants' accounts, but they do have a 76% first call resolution rate. If the participant's account needs to be accessed to fully answer a question, the call center representative will take detailed notes for our full customer service team to follow up on the next business day.

### **Compliance**

As an experienced TPA, Benefit Strategies is very familiar with all current regulations for FSAs and COBRA, and ensures all plans are administered according to the regulations. To ensure that plans continue to be administered according to federal regulations, Benefit Strategies maintains subscriptions to several electronic regulatory publications.

We have a Compliance Officer who is always available to the City. Along with our Compliance Officer, we also have access to an ERISA attorney when needed.

Our Director of Strategy and Compliance provides additional resources and insights as he sits on the American Banking Association HSA Council and is a member of the Employers Council on Flexible Compensation (ECFC)

When regulatory changes are made, Benefit Strategies will notify the City typically via an email blast. However, if it is a major regulatory change, the City's dedicated Account Manager will call to discuss the change in detail. Plan documents and Summary Plan Descriptions (SPD) are updated with the regulatory changes and the updated documents are provided electronically. The City then makes the updated SPD available to participants, if applicable.

As part of our standard FSA administration, we provide a Section 125 plan document and Adoption Agreement, and an SPD. When there are regulation changes, or when the City makes a change in plan design, eligibility or other area addressed in plan documents, we make the update and provide the updated documents electronically.

Upon request, Benefit Strategies will perform Non-Discrimination Testing. If the City were to fail a test, we would offer suggestions for making corrections.

## Reporting

Benefit Strategies has a robust employer portal with the ability to pull numerous reports on-demand. We can also schedule reports to run and post in the portal on a set frequency. We have set the City up in such a way that reporting can be pulled by their payroll cycles. We set clients up with the most commonly used reports for FSAs and the City can determine the frequency in which they would like these reports to post. They can also pull reports on-demand from the employer portal at any time.

The most common reports for FSA are:

Account Balance Report – This report shows for each employee, by plan type, the election amount, contributions to-date, claims paid to-date, current balance and cash balance. This report is also used at plan closeout to show employees with forfeited funds (cash balance will be positive amount.)

Enrollment Report – This report provides for each employee their enrollment effective date, status, first payroll deduction date, plan enrollment (Health FSA and/or Dependent Care FSA), estimated payroll deduction amount, their primary and secondary reimbursement methods (card, direct deposit or check), and their enrollment method.

Payroll deduction Report – This report shows name, plan enrollment, per pay period deduction and total pay period deduction for each plan type they are enrolled in.

All of these reports can be pulled by division or in total. They can also be pulled in Excel or PDF format. Please see samples in [Appendices 2a, 2b and 2c](#).

There are numerous other reports the City has access to, including the Debit Card Mail Date Report, Employer Funding Notification Report. If there is a specific report needed that is not an already established report, we are happy to provide an ad hoc report containing any data that is already in our system.

FSA participants receive monthly emails notifying them when their Account Statement has been posted to their portal. It's also viewable in the mobile app. Please see the sample Account Statement in [Appendix 3](#). We are also able to send out a custom email blast to participants towards the end of the plan year reminding them of their deadline to incur expenses, their claims filing deadline, and how to login to view their balance.

## Payroll Data Transmission

Benefit Strategies can accept data transmission of payroll deductions on a weekly, biweekly and/or monthly frequency. We can accept files from numerous HRIS systems and payroll file vendors. Our Data Services team works with file contacts to establish and test files, track on payroll file transmissions and correction of any file errors. We are able to post contributions from the payroll file, or we can post expected payroll contributions (total election divided by number of pay periods in plan year).

## Enrollment

## **Benefit Strategies, LLC Technical Proposal RFP# 21-21 Flexible Spending Account Administration Electronic Submission**

At Open Enrollment, employees can enroll easily using the Benefit Strategies online enrollment system and/or completion of a paper claim form. With the online enrollment system, the enrollment is entered into our system in real time. Paper forms are forwarded to Benefit Strategies by the City and we key the enrollments into our system. An enrollment report can be provided throughout the Open Enrollment period and/or at the conclusion of the Open Enrollment period.

For mid-year enrollments we have several methods for getting enrollments in our system. These include direct entry through the employer portal, submission by the City of paper enrollment forms, or an eligibility file.

### **Plan Management Via Portals and Mobile App**

We provide both an employer and employee portal, as well as a mobile app for participants.

**Employer Portal** – The City will be able to view participant information to include account balances, claims paid, pending claims, claims requiring receipts, denied claims, enrollment status, election amount, debit card status and more. Reports can be pulled on-demand through the portal. Additional information in the portal includes plan brochures and flyers, plan related forms, plan related documents and links to helpful sites.

**Employee Portal**- Participants will be able to use the portal and mobile app to file claims, including uploading of documentation. These are loaded into our claim system in real time. They can view enrollment details to include election amount and estimated payroll deduction. Claim information is easily viewable and includes status of claims submitted (paid, pending, denied). They can upload receipts for debit card transactions when we have requested a receipt or for previously filed claims when we have asked for additional documentation.

Participants can also view expenses by expense categories and by merchant/provider.

Plan information they can view includes brochures, eligible expense list and election worksheet, online enrollment instructions, flyers on logging in to the portal and mobile app, online shopping options flyer, link to our tax savings calculator, debit card status and last 4 digits of active card.

### **Key Staff for The City of Somerville**

**Project Manager for Account Management:** Nancy Cruz is the dedicated Account Manager for the City and their main point of contact for all day-to-day and escalated issues. Nancy has been with Benefit Strategies for 16 years and has served as the City's dedicated Account Manager since 2015. Nancy is an expert on FSA and COBRA and is experienced with managing municipal clients.

**Project Manager for Renewal:** As the City is a current FSA client, there won't be an implementation involved. Taylor Kalmes manages the Implementation and Renewals team and will be responsible for ensuring the success of the City's 2021 renewal.

For a listing of all staff involved in the administration of the City's FSA program, please see [Appendices](#).

**In Conclusion: Benefit Strategies Differentiators**

Benefit Strategies possesses the expertise, flexibility, systems, policies and practices to fully support the City's FSA and Commuter Choice plans. We provide a dedicated Implementation Specialist for successful on-boarding and an experienced dedicated Account Manager for successful ongoing administration.

We are committed to provide customer service for participants in all the ways that matter to a diverse employee base: self-service options, electronic options, toll free phone number and the ability to conference in translators for call and chat sessions when needed. Our call center statistics demonstrate we know how to appropriately staff the customer service center and our in-house trainer ensures our customer service staff is highly trained initially and ongoing.

In 2019 we processed nearly 3,000,000 debit card transactions and nearly 1,000,000 claims. We handled over a half million calls and 17,700 chat sessions.

Benefit Strategies is a TPA with the most current technology and automation, yet still providing a dedicated account manager, live customer service, client flexibility and active commitment to service excellence from the Executive Team on down.

**Addendum No. 1 to RFP 21-21**



**CITY OF SOMERVILLE, MASSACHUSETTS**  
**Department of Purchasing**  
**JOSEPH A. CURTATONE**  
**MAYOR**

To: All Parties on Record with the City of Somerville as Holding  
**RFP 21-21 Flexible Spending Account Administration**

From: Thupten Chukhatsang

Date: 10/9/2020

Re: **Questions & Answers**  
**Attachment: Specifications/Requirement: Services Outline (Corrected Numbering)**

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**Addendum No. 1 to RFP 21-21**

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**Please acknowledge receipt of this Addendum by signing below and including this form in your proposal package. Failure to do so may subject the proposer to disqualification.**

NAME OF COMPANY /INDIVIDUAL: Benefit Strategies, LLC

ADDRESS: 967 Elm St.

CITY/STATE/ZIP: Manchester, NH 03104

TELEPHONE/FAX/EMAIL: 603-232-8020

SIGNATURE OF AUTHORIZED INDIVIDUAL

ACKNOWLEDGEMENT OF ADDENDA:

Addendum #1 X            #2            #3            #4

## Addendum No. 1 to RFP 21-21

### Questions & Answers:

1. Please clarify: At least three (3) years of experience as an account manager for COBRA clients. In the event of an absence, an alternate must be designated and communicated to the County in advance. Is the City bidding for both FSA and COBRA?

**To be clear this question refers to FSA Cobra. The City will continue to offer FSA COBRA to terminated employees as part of this program. The FSA vendor will not be expected to provide health plan COBRA.**

2. Please advise which medical carrier the City uses.  
**The City's health plan administrator is the Group Insurance Commission and they offer several plans which I have listed below:**

#### **HMO-TYPE**

**UniCare Community Choice**

**Tufts Health Plan Spirit**

**Fallon Health Direct Care**

**Fallon Health Select Care**

**Harvard Pilgrim Primary Choice**

**Health New England**

**AllWays Health Partners Complete**

#### **PPO-TYPE**

**UniCare State Indemnity Plan/PLUS**

**Tufts Health Plan Navigator**

**Harvard Pilgrim Independence**

#### **INDEMNITY**

**UniCare State Indemnity Plan/Basic with CIC (Comprehensive)**

3. The RFP requires the successful bidder to develop and provide a Plan Document, Summary Plan Description Plan and plan highlights. Will a basic plan document template based on the features and options chosen by the City be adequate?

**No, there is an annual requirement that the detailed summary plan description is sent to participants which we need the vendor to provide. In addition, we will need plan description documents/brochures that are accessible to employees.**

4. In addition to providing all necessary plan documents, the RFP requires the successful bidder to provide all necessary descriptive literature. Please be more specific as to the type of literature anticipated.

**Summary plan document, employee brochures with plan highlights outlined, non-exhaustive listing of FSA eligible items to be provided to employees along with the brochure.**

5. If a bidder does not meet the hourly wage set forth in the Somerville Living Wage Ordinance, can that requirement be waived?

**No, the Living Wage Ordinance is a requirement for all service contracts.**

## Addendum No. 1 to RFP 21-21

6. Would all employees who spend any time at all servicing the City under this contract, such as a customer service representative who answers participant's calls, be considered a covered employee under the Somerville Living Wage Ordinance?  
**Yes, all employees are covered under the Living Wage Requirements.**
7. The RFP requires that all services, delivery, and other required support shall be conducted in Somerville and other locations designated by the Department of contact. Please expand upon where the City expects services to be performed. Will the City be designating the bidders' locations as acceptable places from which to perform the services?  
**To be clear, this question is referring to the annual perks fair and annual open enrollment meetings. Virtual meeting will be acceptable during the current COVID-19 crisis, however in subsequent years the City would expect vendor attendance at the annual perks fair as well as several informational meetings during open enrollment in multiple locations. At present there are approximately 28 different City office locations, however we normally consolidate and have meetings for changes in about 7 locations as needed in any particular year.**
8. Will the City consider requested modifications to the Somerville Standard Contract General Conditions?  
**Yes the City will consider reasonable modifications to the Standard Contract general Conditions. However this will be considered only with the awardee.**
9. Will the City consider using the bidder's standard form of Master Service Agreement as a template of a contract if it includes the Somerville Standard Contract General Conditions?  
**The City will have its own contract and template but will also consider the Master Service Agreement of the selected vendor.**
10. What is the claim funding arrangement and frequency of funding between the City and the vendor?  
**The city will send all employee deductions to the vendor electronically after each respective pay period. There are several pay frequencies 12, 21, 26, 42, 52 payrolls a year.**
11. Will the vendor have ACH access to a City bank account for claims? If not, will prefunding be provided?  
**The vendor will not have access to the City bank account and prefunding will not be provided.**
12. Will the City supply the vendor with a payroll file of actual HRA contributions data? If so, will the City conform to the vendor file specs?  
**The City will provide the vendor with a paper listing of payroll contributions for each set of deductions check sent via mail. The City provides the backup information via physical mail.**
13. Will the City provide an electronic open enrollment and ongoing file for new hires, terminations and changes? If so, will the City conform to the vendor file specs?  
**Open enrollment is both electronic and paper. Enrollment forms will be sent to the vendor for processing if employees do not enroll electronically. The City would expect to process changes electronically in the vendor portal or send changes directly to the account rep to be entered.**

## Addendum No. 1 to RFP 21-21

14. Can you disclose the current FSA administrative Fee?  
**The current fee is \$3.25 a month per participant. There are no additional fees charged for additional services such as non-discrimination testing or benefit fair attendance.**
15. Does this fee include the debit card or is there an additional fee?  
**This fee is inclusive of the debit cards. Employees are not charged for the cards.**
16. Page 7 of the RFP mentions consecutive page numbers across tabs. Will the City require tabbed section dividers for the original and hard copies?  
**Tabbed section dividers will not be necessary as long as it is organized. You also have the option of sending in a bid remotely via [Bidexpress.com](http://Bidexpress.com).**
17. Page 7 of the RFP mentions "Elaborate format and binding are neither necessary nor desirable". Does the City prefer unbound hard copies if not submitting electronically?  
**The City would like minimal binding of some sort to keep the pages together but prefers not to have large bulky 3-hole binders.**
18. In the Services Outline on Page 12, item #4 states that the designated Account Manager "At least three (3) years of experience as an account manager for COBRA clients. In the event of an absence, an alternate must be designated and communicated to the County in advance." Can the City verify if this was meant to say FSA in place of COBRA and the City in place of the County?  
**Yes, we meant FSA COBRA in place of COBRA and City in place of County. However, we will need an account representative that is knowledgeable of both the FSA and FSA COBRA as the City intends to continue to offer that to employees who terminate employment.**
19. In the Services Outline on Page 12, item #6 asks respondents to "Mail "Qualifying Event Election Notices" to all qualified beneficiaries and mail them to the homes of eligible COBRA beneficiaries." Can the City verify if this question was included by mistake or if the City is also interested in COBRA at this time?  
**COBRA in this context means FSA Cobra. The City will offer FSA COBRA to terminated employees as part of this program.**
20. Can you confirm the correct question order in the Services Outline?  
**Yes, the numbering order for the Service Outline was incorrect. Please see the attached page, Specifications/Requirements: Services Outline (Corrected Numbering), which confirms the numerical order.**
21. Approximately how many onsite FSA enrollment meetings are expected and at how many locations? In light of current conditions, will virtual meetings be expected?  
**Virtual meeting will be acceptable during the current COVID-19 crisis, however in subsequent years the City would expect vendor attendance at the annual perks fair as well as several informational meetings during open enrollment in multiple locations. At present there are approximately 28 different City office locations, however we normally consolidate and have meetings for changes in about 7 locations as needed in any particular year.**

## **Addendum No. 1 to RFP 21-21**

22. When is the City's open enrollment?  
**The City's enrollment period is in the month of November, each year, for a January 1 effective start date.**
23. What are the main reasons for marketing?  
**The City is marketing for 2 reasons. First and foremost the City strives to offer the best services at the best value to employees. In addition, there are procurement requirements that the City must abide to.**
24. Any current pain points today?  
**No.**
25. On a scale from 1 – 10, how likely is the City making a move this year?  
**The City will review the vendors and make a decision based on the proposals received. We do not know in advance of completing the process the likelihood of changing vendors.**
26. Is the City utilizing any technology platforms for HRIS, ben admin, enrollment, or payroll? If so, who?  
**The City's HRIS platform is MUNIS. For FSA the vendor site is also used to make changes and pull reports.**
27. Can you share the current carriers in place for medical, dental & vision?  
**Vision is with Vision Service plan  
Dental is with Cigna  
The City's health plan administrator is the Group Insurance Commission and they offer several plans which I have listed above in Q&A #2:**
28. Is the City considering any carrier changes for 2021?  
**Not at this time.**
29. Any other projects going on?  
**None related to the FSA at this time.**
30. Does the City work with a consultant or broker? If so, who?  
**Yes, Gallagher Associates.**

## Specifications / Requirements

### *SERVICES OUTLINE (Corrected Numbering):*

The successful bidder will:

1. Provide all necessary plan documents
2. Provide all descriptive literature
3. Meet during annual open enrollment and Perk fair with eligible employees in groups of appropriate size in various locations to orient and enroll employees
4. Receive and process all claims via fax, email, postal mail, online or phone application
5. Process and payout all claims within 5 business days
6. Have the ability to administer grace period and process claims simultaneously for different plan years. All reporting must be broken out by each plan year.
7. Administer online annual enrollment accepting enrollments both online portal and via paper. Enter paper enrollments and provide summarized enrollment report after open enrollment.
8. Process new enrollments entered by City Benefits Administrator or sent via paper ad hoc
9. Provide on-line account access for participants and/or City Benefits staff to obtain information on account balances, claims paid and claims received but not yet paid.
10. Determine and administer employee reimbursements. Providing the option of reimbursement via check, debit care and direct deposit options
11. Provide a designated Account Manager who has authority to act on behalf of the offerors' firm assigned to this account. This person must have:
  - a) The authority to make decisions regarding company policy;
  - b) The ability to obtain same-day decisions; and
  - c) At least three (3) years of experience as an account manager for FSA COBRA clients. In the event of an absence, an alternate must be designated and communicated to the City in advance.
12. Provide the City with written notice of any staffing changes among key members of its account team within fifteen (15) days of the change. The City reserves the right to review and approve any such replacements. The City may also at any time request a change in any member of its account team.
13. Mail "Qualifying Event Election Notices" to all qualified beneficiaries and mail them to the homes of eligible FSA COBRA beneficiaries.
14. Provide a paperless solution including web-based communications, enrollment and account access for both participants and plan sponsor. Must include user friendly reporting capabilities for plan sponsor.
15. Ability to receive qualifying event information electronically and/or by hard copy from City or third party provider.
16. Maintain accurate participant information (including Social Security numbers or other identifying numbers, enrollment dates, coverage election, participant addresses and eligibility,
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  - a) Periodic reports by employee showing amounts credited to the employees account, the amount paid from the account, and the account balance; b) an end of plan year report showing, by employee, amounts left unexpended; c) other reports commonly provided, and d) Pay period reports by employee showing amounts credited to the employees account
20. For the FSA, provide individual subscribers with reports, at least twice per year, showing amounts credited to individual accounts, claims received, payments made, and account balance
21. Provide other reports, services, etc. typically required in the administration of Flexible Spending Account balance
22. Provide discrimination testing once a year for both the Health Care Account and Dependent Care Accounts.

# Benefit Strategies

## Company Overview and Timeline

Independently owned Third Party Administrator (TPA), founded in 1989

### Company Profile

#### Services Offered:



#### Reimbursement Accounts

Commuter, FSA, HRA, Tuition, Wellness



#### Premium Billing Services

COBRA, Direct Bill (LOA, Retirees, special populations, etc)



#### Savings Accounts

HSA with investment opportunities



#### Document Needs

POP, WRAP, Documents Only Plans, Form 5500

#### Office Locations:

Manchester, NH (headquarters)  
Germantown, MD

#### Employees:



**Executive Team: 6**  
**Directors: 4**  
**Managers: 10**  
**Staff: 150**

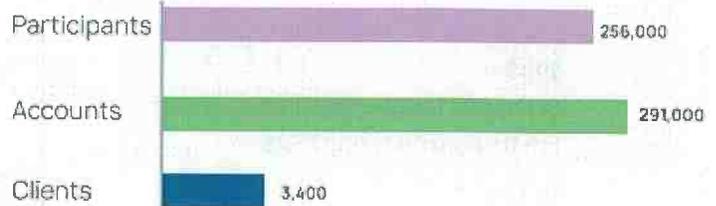
#### Geographic Footprint:



39 states and District of Columbia

**85% in Northeast and Mid-Atlantic**

### Annual Stats (2019)



### Call Center



**512,000**  
calls



**17,700**  
chats

#### First Call Resolution



### Administration

**980,000** Claims Transactions

**2,960,000** Debit Card Transactions

**90,000** COBRA Qualifying Events Processed

### Expertise



- Efficient and accurate processing
- Administration of unique plan designs
- Divisional complexity

### Sound Business Practices, Data Security and Privacy

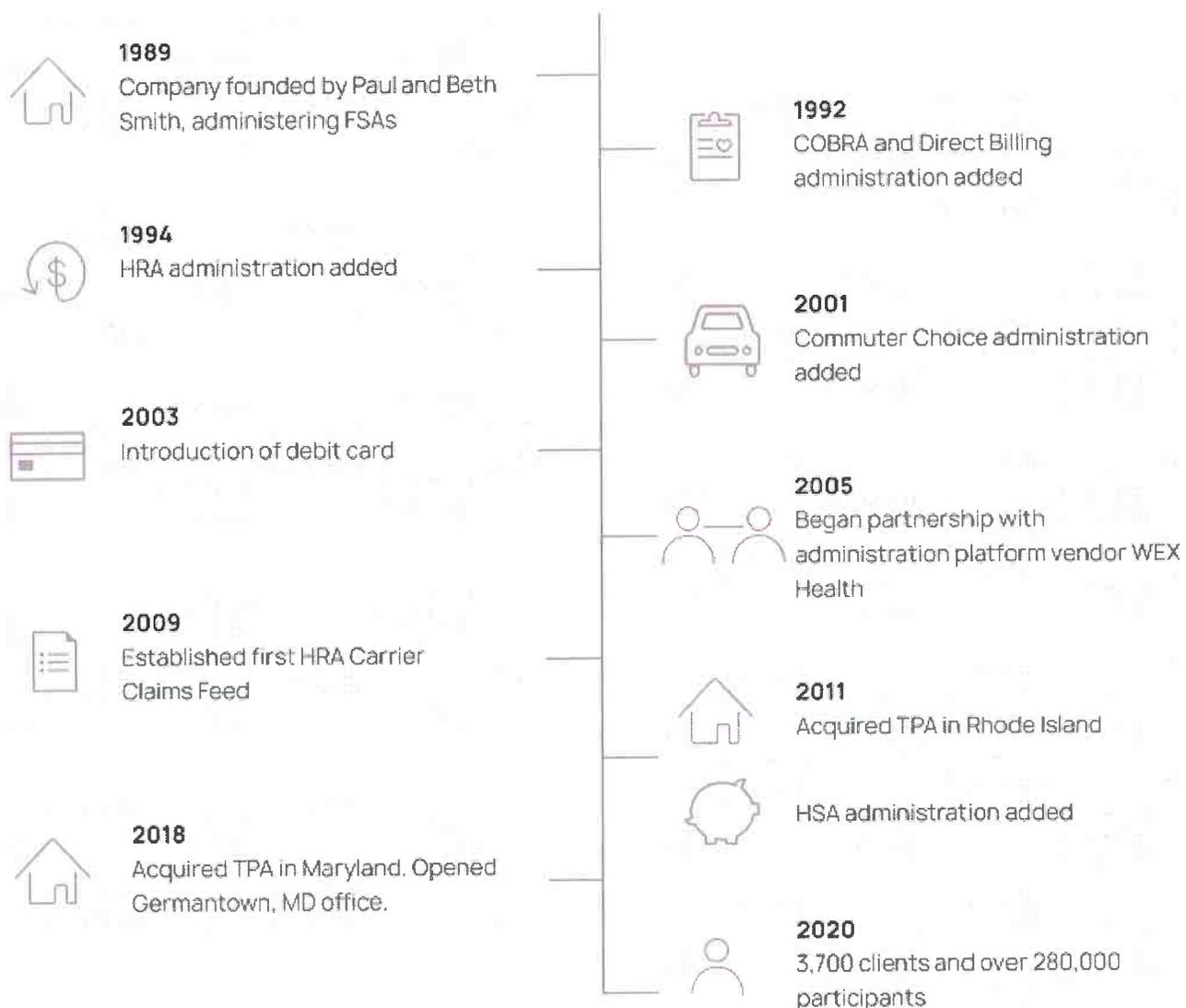


- SSAE18 SOC 2 Type 1
- Written Information Security Plan
- Disaster Recovery Plan
- HIPAA Policy

# Benefit Strategies Company Overview and Timeline



## Our Company Timeline:



For more information or to request a proposal, please contact us through one of these methods

Email Us at [sales@benstrat.com](mailto:sales@benstrat.com)

Submit the Request for Proposal electronic form located at: <https://www.benstrat.com/about-contact/>

Call 1-888-401-3539 and ask for a member of the Sales team

**APPENDIX 2a Sample Account Balance Report - DE-IDENTIFIED**

As On 10/13/2020  
Plan Year: 1/1/2020 - 12/31/2020

**DIVISION: City**  
**Plan: 2020 RCA**

Identifier (masked for sample report)

Identifier (masked for sample report)	Election	Employer Contribution	Rollover Contribution	Paid*	Pending	Participants Deposits	Employer Deposits	Plan Year Balance	Available Balance	Cash Balance
Masked	\$2,500.00	\$0.00	\$0.00	\$2,202.35	\$0.00	\$1,971.28	\$0.00	\$297.85	\$297.85	(\$231.07)
Masked	\$1,500.00	\$0.00	\$0.00	\$1,182.84	\$0.00	\$1,182.85	\$0.00	\$787.46	\$787.46	\$470.31
Masked	\$2,000.00	\$0.00	\$0.00	\$793.70	\$36.30	\$630.99	\$0.00	\$1,170.00	\$1,170.00	(\$162.71)
Masked	\$2,000.00	\$0.00	\$0.00	\$1,472.25	\$0.00	\$2,129.13	\$0.00	\$1,208.04	\$1,208.04	\$658.88
Masked	\$2,700.00	\$0.00	\$0.00	\$1,498.82	\$0.00	\$2,129.13	\$0.00	\$1,840.48	\$1,840.48	\$969.81
Masked	\$2,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,129.13	\$0.00	\$2,700.00	\$2,700.00	\$2,129.13
Masked	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$788.84	\$0.00	\$1,000.00	\$1,000.00	\$788.84
Masked	\$1,200.00	\$0.00	\$0.00	\$688.17	\$0.00	\$600.08	\$0.00	\$830.83	\$830.83	\$238.91
Masked	\$2,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,129.13	\$0.00	\$2,700.00	\$2,700.00	\$2,129.13
Masked	\$2,700.00	\$0.00	\$0.00	\$2,202.55	\$0.00	\$2,129.13	\$0.00	\$404.95	\$404.95	(\$165.92)
Masked	\$2,700.00	\$0.00	\$0.00	\$2,692.40	\$0.00	\$2,129.13	\$0.00	\$2.60	\$2.60	(\$968.27)
Masked	\$1,500.00	\$0.00	\$0.00	\$1,142.87	\$0.00	\$946.28	\$0.00	\$357.13	\$357.13	(\$186.59)
Masked	\$2,700.00	\$0.00	\$0.00	\$534.48	\$0.00	\$2,129.13	\$0.00	\$2,700.00	\$2,700.00	\$2,129.13
Masked	\$2,700.00	\$0.00	\$0.00	\$2,700.00	\$0.00	\$2,129.13	\$0.00	\$2,169.52	\$2,169.52	\$1,594.68
Masked	\$2,000.00	\$0.00	\$0.00	\$1,787.66	\$0.00	\$1,577.27	\$0.00	\$212.34	\$212.34	(\$210.39)
Masked	\$2,700.00	\$0.00	\$0.00	\$2,629.09	\$0.00	\$2,129.13	\$0.00	\$116.91	\$116.91	(\$389.86)
Masked	\$1,000.00	\$0.00	\$0.00	\$938.17	\$0.00	\$788.84	\$0.00	\$61.83	\$61.83	(\$148.33)
Masked	\$1,820.00	\$0.00	\$0.00	\$1,458.18	\$0.00	\$1,435.00	\$0.00	\$360.82	\$360.82	(\$24.16)
Masked	\$2,000.00	\$0.00	\$0.00	\$1,898.14	\$0.00	\$1,577.27	\$0.00	\$1.86	\$1.86	(\$420.87)
Masked	\$1,500.00	\$0.00	\$0.00	\$1,475.31	\$0.00	\$1,182.85	\$0.00	\$24.69	\$24.69	(\$282.46)
Masked	\$2,700.00	\$0.00	\$0.00	\$2,700.00	\$0.00	\$2,129.13	\$0.00	\$0.00	\$0.00	(\$570.87)
Masked	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$788.84	\$0.00	\$0.00	\$0.00	(\$271.16)
Masked	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00	\$0.00
Masked	\$400.00	\$0.00	\$0.00	\$87.37	\$0.00	\$315.70	\$0.00	\$312.63	\$312.63	\$28.33
Masked	\$2,700.00	\$0.00	(\$916.87)	\$2,653.13	\$0.00	\$2,129.13	\$0.00	\$0.00	\$0.00	(\$970.87)
Masked	\$2,700.00	\$0.00	\$0.00	\$1,767.89	\$0.00	\$2,129.13	\$0.00	\$932.11	\$932.11	\$361.24
Masked	\$2,700.00	\$0.00	\$0.00	\$2,618.09	\$0.00	\$778.95	\$0.00	\$81.31	\$81.31	(\$1,639.74)
Masked	\$790.00	\$0.00	\$0.00	\$928.16	\$0.00	\$481.09	\$0.00	\$221.85	\$221.85	(\$67.09)
Masked	\$330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$330.00	\$330.00	\$0.00
Masked	\$1,700.00	\$0.00	\$0.00	\$1,536.73	\$0.00	\$1,340.70	\$0.00	\$183.27	\$183.27	(\$186.03)
Masked	\$2,600.00	\$0.00	\$0.00	\$1,465.47	\$0.00	\$2,090.00	\$0.00	\$1,114.53	\$1,114.53	\$564.53
Masked	\$700.00	\$0.00	\$0.00	\$485.58	\$0.00	\$552.27	\$0.00	\$213.42	\$213.42	\$65.69
Masked	\$2,000.00	\$0.00	\$0.00	\$505.77	\$0.00	\$1,577.27	\$0.00	\$1,494.23	\$1,494.23	\$1,074.50
Masked	\$700.00	\$0.00	\$0.00	\$39.65	\$0.00	\$592.27	\$0.00	\$294.11	\$294.11	\$148.38
Masked	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$788.84	\$0.00	\$0.00	\$0.00	(\$211.16)
Masked	\$1,628.20	\$0.00	\$0.00	\$1,628.20	\$0.00	\$1,628.20	\$0.00	\$0.00	\$0.00	\$0.00
Masked	\$1,000.00	\$0.00	\$0.00	\$82.36	\$0.00	\$788.84	\$0.00	\$417.64	\$417.64	\$208.48
Masked	\$2,700.00	\$0.00	\$0.00	\$2,010.45	\$0.00	\$1,763.83	\$0.00	\$594.22	\$594.22	(\$246.62)
Masked	\$2,700.00	\$0.00	\$0.00	\$2,700.00	\$0.00	\$2,129.13	\$0.00	\$0.00	\$0.00	(\$570.87)
Masked	\$900.00	\$0.00	\$0.00	\$748.95	\$0.00	\$709.71	\$0.00	\$141.05	\$141.05	(\$49.24)
Masked	\$600.00	\$0.00	\$0.00	\$449.34	\$0.00	\$473.14	\$0.00	\$159.66	\$159.66	\$23.80
Masked	\$1,000.00	\$0.00	\$0.00	\$322.52	\$0.00	\$788.84	\$0.00	\$1,000.00	\$1,000.00	\$788.84
Masked	\$1,500.00	\$0.00	\$0.00	\$1,509.00	\$0.00	\$1,182.85	\$0.00	\$677.48	\$677.48	\$468.32
Masked	\$2,000.00	\$0.00	\$0.00	\$1,619.68	\$0.00	\$2,129.13	\$0.00	\$380.32	\$380.32	(\$317.15)
Masked	\$2,700.00	\$0.00	\$0.00	\$2,659.99	\$0.00	\$2,129.13	\$0.00	\$0.01	\$0.01	(\$670.86)
Masked	\$1,040.00	\$0.00	\$0.00	\$48.92	\$0.00	\$820.00	\$0.00	\$991.08	\$991.08	\$771.08
Masked	\$2,700.00	\$0.00	\$0.00	\$2,690.97	\$0.00	\$1,681.78	\$0.00	\$9.03	\$9.03	(\$1,029.21)
Masked	\$2,700.00	\$0.00	\$0.00	\$2,679.23	\$0.00	\$1,661.76	\$0.00	\$20.77	\$20.77	(\$1,017.47)
Masked	\$2,600.00	\$0.00	\$0.00	\$148.91	\$0.00	\$2,050.00	\$0.00	\$2,458.09	\$2,458.09	\$1,909.09
Masked	\$2,700.00	\$0.00	\$0.00	\$1,773.84	\$0.00	\$2,129.13	\$0.00	\$927.16	\$927.16	\$358.29
Masked	\$2,000.00	\$0.00	\$0.00	\$587.31	\$0.00	\$1,577.27	\$0.00	\$1,012.69	\$1,012.69	\$589.96

**APPENDIX 2b Sample Member Enrollment Report - De-identified**

As of 10/13/2020  
Plan Year: 1/1/2020 - 12/31/2020

**DIVISION: City**

Identifier (masked for)	Enrollment Effective	Status	Last Update	First Pay Date	Plan Name	Employer Contribution	Election	Payroll Deduction	Total Deduction	Reim Method	Enroll Method
Masked	01/01/2020	A	11/13/2019	1/3/2020	2020 HCA	\$0.00	\$2,500.00	\$48.08	\$48.08	DC (CK)	C
Masked	01/01/2020	A	11/20/2019	1/3/2020	2020 HCA	\$0.00	\$1,500.00	\$28.85	\$28.85	DC (CK)	C
Masked	10/10/2020	A	10/6/2020	10/16/2020	2020 HCA	\$0.00	\$2,000.00	\$124.46	\$124.46	DC (DD)	E
Masked	01/01/2020	A	11/13/2019	1/3/2020	2020 HCA	\$0.00	\$2,700.00	\$51.93	\$51.93	DC (CK)	C
Masked	01/01/2020	A	11/22/2019	1/3/2020	2020 HCA	\$0.00	\$2,700.00	\$51.93	\$51.93	DC (CK)	C
Masked	01/01/2020	A	11/22/2019	1/3/2020	2020 HCA	\$0.00	\$1,000.00	\$51.93	\$51.93	DC (CK)	C
Masked	01/01/2020	A	11/19/2019	1/3/2020	2020 HCA	\$0.00	\$1,200.00	\$19.24	\$19.24	DC (CK)	M
Masked	01/01/2020	T	11/27/2019	1/3/2020	2020 HCA	\$0.00	\$2,700.00	\$23.08	\$23.08	DC (CK)	M
Masked	01/01/2020	A	11/27/2019	1/3/2020	2020 HCA	\$0.00	\$2,700.00	\$51.93	\$51.93	DC (DD)	M
Masked	01/01/2020	A	11/13/2019	1/3/2020	2020 HCA	\$0.00	\$2,700.00	\$51.93	\$51.93	DC (DD)	C
Masked	01/01/2020	A	11/7/2019	1/3/2020	2020 HCA	\$0.00	\$2,700.00	\$51.93	\$51.93	DC (DD)	C
Masked	01/01/2020	A	10/6/2020	1/3/2020	2020 DCA	\$0.00	\$5,000.00	\$96.16	\$96.16	DC (DD)	C
Masked	10/10/2020	A	10/6/2020	10/16/2020	2020 HCA	\$0.00	\$1,500.00	\$50.34	\$50.34	DC (DD)	C
Masked	01/01/2020	A	11/27/2019	1/3/2020	2020 HCA	\$0.00	\$2,700.00	\$51.93	\$51.93	DC (CK)	M
Masked	01/01/2020	A	11/4/2019	1/3/2020	2020 HCA	\$0.00	\$2,700.00	\$51.93	\$51.93	DC (DD)	C
Masked	01/01/2020	A	11/20/2019	1/3/2020	2020 HCA	\$0.00	\$2,700.00	\$51.93	\$51.93	DC (DD)	C
Masked	01/01/2020	A	11/11/2019	1/3/2020	2020 HCA	\$0.00	\$2,700.00	\$51.93	\$51.93	DC (DD)	C
Masked	01/01/2020	A	11/13/2019	1/3/2020	2020 HCA	\$0.00	\$2,000.00	\$38.47	\$38.47	DC (CK)	C
Masked	01/01/2020	A	11/13/2019	1/3/2020	2020 HCA	\$0.00	\$2,700.00	\$51.93	\$51.93	DC (CK)	C
Masked	01/01/2020	A	11/4/2019	1/3/2020	2020 HCA	\$0.00	\$1,000.00	\$19.24	\$19.24	DC (DD)	C
Masked	01/01/2020	A	11/21/2019	1/3/2020	2020 HCA	\$0.00	\$1,820.00	\$35.00	\$35.00	DC (CK)	C
Masked	01/01/2020	A	11/7/2019	1/3/2020	2020 HCA	\$0.00	\$2,000.00	\$38.47	\$38.47	DC (DD)	C
Masked	01/01/2020	A	11/5/2019	1/3/2020	2020 DCA	\$0.00	\$2,000.00	\$38.47	\$38.47	DC (DD)	C
Masked	01/01/2020	A	11/5/2019	1/3/2020	2020 HCA	\$0.00	\$1,500.00	\$28.85	\$28.85	DC (DD)	C
Masked	01/01/2020	A	11/7/2019	1/3/2020	2020 HCA	\$0.00	\$2,700.00	\$51.93	\$51.93	DC (CK)	C
Masked	01/01/2020	A	11/22/2019	1/3/2020	2020 HCA	\$0.00	\$1,000.00	\$19.24	\$19.24	DC (CK)	C
Masked	10/10/2020	A	10/7/2020	10/16/2020	2020 HCA	\$0.00	\$500.00	\$45.46	\$45.46	DC (DD)	E
Masked	01/01/2020	A	11/21/2019	1/3/2020	2020 HCA	\$0.00	\$400.00	\$7.70	\$7.70	DC (DD)	C
Masked	01/01/2020	A	11/16/2019	1/3/2020	2020 HCA	\$0.00	\$2,700.00	\$51.93	\$51.93	DC (DD)	C
Masked	01/01/2020	A	11/12/2019	1/3/2020	2020 HCA	\$0.00	\$2,700.00	\$51.93	\$51.93	DC (CK)	C
Masked	01/01/2020	T	11/27/2019	1/3/2020	2020 HCA	\$0.00	\$2,700.00	\$51.93	\$51.93	DC (CK)	M
Masked	09/18/2020	A	9/9/2020	9/18/2020	2020 HCA	\$0.00	\$750.00	\$26.28	\$26.28	DC (CK)	E
Masked	10/10/2020	A	10/6/2020	10/16/2020	2020 HCA	\$0.00	\$330.00	\$30.00	\$30.00	DC (CK)	E
Masked	01/01/2020	A	10/6/2020	1/3/2020	2020 HCA	\$0.00	\$1,700.00	\$32.70	\$32.70	DC (DD)	C
Masked	01/01/2020	A	11/19/2019	1/3/2020	2020 HCA	\$0.00	\$2,600.00	\$50.00	\$50.00	DC (CK)	M
Masked	01/01/2020	A	11/20/2019	1/3/2020	2020 HCA	\$0.00	\$700.00	\$13.47	\$13.47	DC (CK)	C
Masked	01/01/2020	A	11/4/2019	1/3/2020	2020 HCA	\$0.00	\$2,000.00	\$38.47	\$38.47	DC (CK)	C

**APPENDIX 2c Sample Payroll Deduction Report - De-Identified**

**Tab 1 9/30/2020**

**SUMMARY**

**Division: City**

Plan Name	Total Deductions
2020 DCA	\$121.96
2020 HCA	\$420.94
<b>Total:</b>	<b>\$542.90</b>

**Division: School**

Plan Name	Total Deductions
2020 DCA	\$259.11
2020 HCA	\$975.41
<b>Total:</b>	<b>\$1234.52</b>

**Grand Total**

Plan Name	Total Deductions
2020 DCA	\$381.07
2020 HCA	\$1396.35
<b>Total:</b>	<b>\$1777.42</b>

**Tab 2 Sample Payroll Deduction Report - De-Identified  
9/30/2020**

**City - Monthly 12 Frequency**

**Division: City**

Identifier (masked for sample report)	Plan Name	Pay Period Deduction	Total Pay Period Deduction
Masked	2020 HCA	\$225.00	\$225.00
Masked	2020 HCA	\$166.67	\$166.67
<b>Total:</b>			<b>\$391.67</b>

**Tab 3 Sample Payroll Deduction Report - De-Identified  
9/30/2020**

**School - Weekly 42 Frequency**

**Division: City**

Identifier (masked for sample report)	Plan Name	Pay Period Deduction	Total Pay Period Deduction
Masked	2020 DCA	\$121.96	\$151.23
Masked	2020 HCA	\$29.27	
<b>Total:</b>			<b>\$151.23</b>

**Tab 4 Sample Payroll Deduction Report - De-Identified**  
**9/30/2020**

**School - Weekly 52 Frequency**  
**Division: School**

Identifier (masked for sample report)	Plan Name	Pay Period Deduction	Total Pay Period Deduction
Masked	2020 HCA	\$21.16	\$21.16
Masked	2020 DCA	\$28.32	\$36.02
Masked	2020 HCA	\$7.70	
Masked	2020 HCA	\$51.93	\$51.93
Masked	2020 HCA	\$51.93	\$51.93
Masked	2020 HCA	\$9.62	\$9.62
Masked	2020 HCA	\$48.08	\$48.08
Masked	2020 HCA	\$38.47	\$38.47
Masked	2020 HCA	\$51.93	\$51.93
Masked	2020 HCA	\$15.39	\$15.39
Masked	2020 HCA	\$51.93	\$51.93
Masked	2020 DCA	\$38.47	\$90.40
Masked	2020 HCA	\$51.93	
Masked	2020 DCA	\$96.16	\$96.16
Masked	2020 HCA	\$51.93	\$51.93
Masked	2020 HCA	\$33.66	\$33.66
Masked	2020 HCA	\$51.93	\$51.93
Masked	2020 HCA	\$51.93	\$51.93
Masked	2020 HCA	\$97.78	\$97.78
Masked	2020 HCA	\$40.00	\$40.00
Masked	2020 HCA	\$51.93	\$51.93
Masked	2020 HCA	\$50.00	\$50.00
Masked	2020 DCA	\$96.16	\$107.70
Masked	2020 HCA	\$11.54	
Masked	2020 HCA	\$5.77	\$5.77
Masked	2020 HCA	\$51.93	\$51.93
Masked	2020 HCA	\$19.24	\$19.24
Masked	2020 HCA	\$28.85	\$28.85
Masked	2020 HCA	\$28.85	\$28.85
<b>Total:</b>			<b>\$1234.52</b>

Benefit Strategies LLC  
PO Box 1300  
Manchester, NH 03105

Employer: SAMPLE  
Statement Period: 9/4/2020 - 10/3/2020  
Plan Year: Jan 1 20 - Dec 31 20 EB

ACCOUNT STATEMENT FOR:

PARTICIPANT NAME  
ADDRESS  
CITY, ST, ZIP

PARTICIPANT NAME:

**Claims Summary**

The following is a summary of claims that have been submitted between 9/4/2020 and 10/3/2020 for the Jan 1 20 - Dec 31 20 EB plan year.

Date Submitted	Claim Details	Plan Name	Claim Status	Outstanding Receipts
9/23/2020	\$60.00 on 9/21/2020 At PROVIDER NAME (debit card) for PATIENT NAME	2020 Health FSA	Paid	
9/23/2020	\$265.96 on 9/21/2020 At PROVIDER NAME (debit card) for PATIENT NAME	2020 Health FSA	Paid	Required
9/23/2020	\$15.07 on 9/21/2020 At PROVIDER NAME (debit card) for PATIENT NAME	2020 Health FSA	Paid	
9/27/2020	\$18.80 on 9/25/2020 At PROVIDER NAME (debit card) for PATIENT NAME	2020 Health FSA	Paid	

**Available Balances**

Plan Name	Eligible Amount	Rollover	Submitted Claims	Paid	Pending	Denied	Plan Year Balance	Available Balance
2020 Health FSA	\$2,500.00	\$0.00	\$2,202.35	\$2,202.35	\$0.00	\$0.00	\$297.65	\$297.65

**Contact Information**

Benefit Strategies LLC  
Consumer Relations Team  
PO Box 1300  
Manchester, NH 03105

Phone Number: (603) 647-4666  
Toll Free Number: 1-888-401-3539  
Fax Number: (603) 647-4668  
Email Address: info@benstrat.com

## Benefit Strategies Executive Team

### **Paul G. Smith, CEO and Founder of Benefit Strategies, LLC**

As Chief Executive Officer and Founder of Benefit Strategies, LLC, Paul is committed to an aggressive, client centered service model ensuring evolution and advancement in the market. Paul has over three decades of experience in the Health Care arena and calls on his leadership experience, instilled through twenty years as a Navy Officer, to develop Benefit Strategies as an industry leader.

Paul's years of commitment to develop and improve Benefit Strategies, LLC have proven to be successful and is visible in our customer satisfaction and client retention. Paul graduated from the University of Massachusetts-Amherst, and earned his Master's Degree in Industrial Relations from San Diego University.

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### **Thomas J. Smith, President**

With over 35 years of employee benefit services experience, Tom's highly effective team is geared towards exceptional service and professionalism. Prior to joining Benefit Strategies, LLC in 1994, Tom worked on both the brokerage and carrier side of the benefits table. He is NASD licensed 6 & 63 as well as holding various health and welfare licenses.

Tom attended Northeastern University.

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## APPENDIX 4a

### **Jessica L. Dionne, Chief Financial Officer**

As Chief Financial Officer since 2014, Jessica is responsible for the financial stability and integrity of Benefit Strategies. She brings with her 13 prior years' worth of financial and management experience of companies in the service industry. In her role as CFO, Jessica manages the day-to-day financial and HR operations of the company. She also works directly with the other members of the executive management team to build financial strategies that coincide with anticipated sales growth and provide for increased profitability to ensure financial strength.

Jessica holds a BS degree in both Accounting and Finance Management from Franklin Pierce University.

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### **Bethany J. Smith, Executive Vice President**

Bethany started with Benefit Strategies as an intern in 1996 while attending Bentley University and joined Benefit Strategies full time as a college graduate. Bethany has held a variety of positions within Benefit Strategies and other employers to expand her knowledge and background within the benefit services industry to include payroll, HR outsourcing, self-directed IRA investing. Bethany's experience and proficiency in account management and processing oversight has helped lead Benefit Strategies in their operational effectiveness.

Bethany attended Bentley University and received a BS degree with honors in Management as well as an MBA degree with a concentration in Change Management.

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## APPENDIX 4a

### **Amanda J. Sciria, Vice President, Channel Partners**

Amanda leads and develops Benefit Strategies' Sales and Marketing team by introducing scalability internally and educating partners and clients on capabilities. Amanda joined Benefit Strategies as an intern working in operations and has progressed through each service area gaining an invaluable understanding of how administration is handled. Having nearly 17 years of experience, Amanda is energized and committed to growth and development for Benefit Strategies' future.

Amanda graduated from the University of Denver and attained her Masters in Organizational Leadership with a certificate in Human Resources from Southern New Hampshire University.

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### **William G. Stuart, Director of Strategy and Compliance**

In his role as Director of Strategy and Compliance, William "Bill" Stuart is responsible for building product strategies to meet employer needs in the employee benefit space. Prior to joining Benefit Strategies, Bill spent 19 years at Harvard Pilgrim Health Care in a variety of roles, including Sales, Product Management and Strategic Planning. He is the author of several books covering HSAs in detail and speaks regularly at national trade conferences.

Bill is on the Board of the Employers Council of Flexible Compensation (ECFC) and the American Bankers Association's HSA Council. He is a graduate of Bowdoin College and earned an MBA from Duke University.

## APPENDIX 4b

### Benefit Strategies Directors

#### Leigh Adams, Senior Director of Operations

Leigh joined Benefit Strategies in 2004. She oversees all Operations departments in the company to include Client and Customer Service teams, Administrative Services, Quality Control and Implementation teams and our Maryland office. She reports to our Executive Vice President.

As the Senior Director of Operations, Leigh's primary responsibility is the direct oversight of departmental procedures to ensure Benefit Strategies is meeting a high quality of service to our clients and participants. Daily focus on process improvement to streamline systems and procedures to ensure high levels of accuracy, automation and usability; monitoring of production, productivity, quality and customer-service standards; balancing of resources efficiently and cost-effectively; system performance monitoring and audits; metric reporting and trend analysis; tracking of emerging trends in operations; capacity planning. Leigh also has had experience working with our existing administration platform vendors since Benefit Strategies began using them and plays an integral role in product development, testing and roadmap planning.

Leigh has worked in all Operations departments during her many years at Benefit Strategies, as a team member, a supervisor, a manager and a director. Leigh has strong analytic and planning skills, and has led most of the major projects Benefit Strategies has undertaken in recent years.

Leigh has degrees in Paralegal Studies and Business Administration. She also holds Flexible Compensation Specialist Certification (FCS), HSA Certification and Leadership Training Certification.

#### Brian Ferriter, Director, Information Technology

Brian joined Benefit Strategies in 2013. He oversees the roadmap for all technology infrastructure, and leads the Data Services, Software Development and Information Systems teams. As Benefit Strategies HIPAA Security Officer, he is responsible for the company's HIPAA compliance in facilities, security and data protection.

Prior to Benefit Strategies, Brian was the head of Information Technology for a transportation logistics company for 10 years. His responsibilities included management of staff, equipment, infrastructure and software development.

Brian holds an Associate of Computer Engineering Technology and is CompTIA A+ certified.

## APPENDIX 4b

### Justina Snyder – Director, BSL Operations

Justina joined Benefit Strategies in 2011. She spent four years in Member Services before moving on to management in various Operations departments. Her responsibilities included oversight of the Customer Service, Administrative Services and Quality Control teams.

Along with advanced knowledge and understanding of call center operations and customer service, Justina has strong technical knowledge in many areas of Operations. Her skill and leadership led to her promotion to Director of Operations in 2018, where she oversees Customer Service, Administrative Services and Quality Control teams and processes.

Justina attended Hesser College in New Hampshire.

### Blake Udelson – Director, BSL Operations

Blake joined Benefit Strategies in 2014 as Manager of the Customer Service team. He brought several years of client and customer service experience, as well as management of back office operations for Fortune 500 companies in a variety of industries.

Blake was promoted to Director of Operations in 2018, where he oversees the client facing teams of Account Management and Implementation. Blake focuses on ensuring his teams can deliver outstanding service to clients, as well as streamlining processes to free his teams up to allow more proactive client interactions during implementation and ongoing account management.

Blake holds a Bachelor of Science degree from the University of Massachusetts at Amherst.

## APPENDIX 4c

The below Leadership team members, located in Manchester, NH, are tasked with ensuring the delivery of excellent administration and client and customer service. These leadership team members are highly experienced professionals with many decades of combined experience with Benefit Strategies.

### **Amy Best – Manager, Administrative Services Team**

Amy has been with Benefit Strategies for 8 years and is a certified COBRA Administration Specialist. Amy is responsible for all administrative processing, which includes COBRA Notices and payment processing and CDH claims processing. Amy has strong leadership skills and works with her team to carry out all processing activities accurately and efficiently.

Amy will ensure that all custom administrative processed are documented and carried out by her team.

### **Karen Tattersall – Manager, Finance Department**

Karen joined Benefit Strategies in 2008. She leads her team in all aspects of client claims funding and invoicing. Prior to Benefit Strategies, she worked as a Senior Accountant at New Hampshire Audubon.

Karen graduated from Notre Dame College in Manchester, NH with a bachelor's degree in Accounting.

### **Kelli Nicholson – Manager, Client Services**

Kelli joined Benefit Strategies in 2015. She excels in her role with responsibilities that oversee all our Account Managers and Account Executives. Kelli ensures the department is properly staffed, trained and delivering excellent client service and a quality experience for all clients. Kelli has extensive experience in client engagement, workforce management, training and running divisions with strong operational metrics.

### **Tabitha Clyde – Manager, Data Services**

Tabitha's experience includes 12 years of insurance carrier experience in a variety of roles from account management, plan set up and data services. In her current role she oversees the team responsible for all incoming and outgoing files, regardless of the source of the files. Tabitha works closely with our IT department to develop tools that allow us to import files efficiently, develops file testing plans and puts protocols in place to proactively prevent file issues.

Tabitha has a degree in Business Administration from Southern New Hampshire University.

### **Taylor Bain, Manager, of Customer Service**

Taylor joined Benefit Strategies in 2015 as a Team Lead for Customer Service. She was promoted to manager in 2018. Taylor ensures all customer service metrics are meeting our goals and handles escalated customer service issues. She ensures her team has access to all resources needed to provide current and accurate information to participants, and proactively tracks on customer service trends.

Prior to joining Benefit Strategies, Taylor worked in Customer Service for six years. She holds a bachelor's degree from Keene State College.

## APPENDIX 4c

### **Taylor Kalmes – Manager, Implementation**

Taylor joined Benefit Strategies in 2014 as an Account Manager, coming from several years of employment with another TPA. Taylor was quickly recognized at Benefit Strategies for her leadership, client communication skills and system knowledge. Taylor handled some of our largest and most complex clients.

In early 2018 was promoted to Team Lead of Implementation. She excelled in this role, providing creative ways to use the system to accommodate unique plan builds and automating many implementation processes. Her system expertise and analytical skills led to her promotion to her current management position in late 2018.

In her current role, Taylor oversees her staff of Implementation Specialists, making sure implementations are moving as expected through the process and providing system solutions for complex plan builds.

Taylor attended Keene State College.

### **Wendy Dampier – Manager, Channel Partner Relationships**

Wendy has over 25 years of employee benefits experience working in a variety of roles. She has administered benefits within a human resources department, worked as an account executive for a large public health and welfare risk pool, and served as an account manager for an online enrollment vendor. This combination of experience allows Wendy to understand the full scope of employee benefit administration and service from the sales process through ongoing administration. Wendy has been with Benefit Strategies since 2012 and works closely with carriers, brokers and other channel partners to the benefit of our mutual clients. She also oversees the Sales and Marketing team and ensures a smooth transition for clients moving from the sales process to implementation.

Wendy holds a B.S. With Honors from Michigan State University.

## Quality Requirements

Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Quality Requirements form, below, and submit it with your completed proposal.** The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No" response to items 1 to 7, or a failure to respond to any of the following minimum standards, will result in disqualification of your proposal.

QUALITY REQUIREMENTS		YES	NO
1.	Provide all necessary plan documents and descriptive literature.	X	
2.	Meet during annual open enrollment and Perks fair with eligible employees in groups of appropriate size in various locations to orient and enroll employees. Have the ability to administer grace period and process claims simultaneously for different plan years. All reporting must be broken out by each plan year.	X	
3.	Provide a paperless solution including web-based communications, enrollment and account access for both participants and plan sponsor. Must include user friendly reporting capabilities for plan sponsor.	X	
4.	Develop and provide the City with an appropriate Plan Document, Summary Plan Description and plan highlights	X	
5.	Confidentially maintain accurate participant information (including Social Security numbers or other identifying numbers, enrollment dates, coverage election, participant addresses and eligibility,	X	
6.	Provide discrimination testing once a year for both the Health Care Account and Dependent Care Accounts.	X	
7.	Have at least 7 years' experience and 7 or more clients with 1,500 or more eligible members	X	

In order to provide verification of affirmative responses to items 1 to 7 under the quality requirements listed in the Quality Requirements Form, Offeror must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

**REFERENCE FORM**

Bidder: Benefit Strategies, LLC

**BID# Title:** RFP # 21-21 Flexible Spending Account Administration

Reference: Town of Lexington, MA Contact: Tina Porto, HR Associate

Address: 1625 Mass Ave Phone: 781-698-4593

Lexington, MA 02420 Email: tporto@lexingtonma.gov

Description and date(s) of supplies or services provided: \_\_\_\_\_

FSA Administration 2004 – Present; HRA Administration 2012 - Present

Reference: Town of Burlington, MA Contact: Joanne Faust, HR Director

Address: 29 Centre St Phone: 781-270-1774

Burlington, MA 01803 Email: jfaust@burlmass.org

Description and date(s) of supplies or services provided: \_\_\_\_\_

FSA Administration 2007 – Present; HRA and COBRA Administration 2012-Present

Reference: City of Peabody, MA Contact: Beth Brennan O'Donnell, HR Director

Address: 24 Lowell St Phone: 978-538-5720

Peabody, MA 01960 Email: beth.odonnell@peabody-ma.gov

Description and date(s) of supplies or services provided: \_\_\_\_\_

FSA Administration 2013-Present

## **Appendix B**

### *Cost Details*

- Service rate(s): Per Details Below**
- Supply rate(s): Per Details Below**
- Number of payments: Per Details Below**
- Payment upon completion of deliverables: Per Details Below**
- Fixed fee: Per Details Below**
- Other: Per Details Below**

The Vendor shall periodically submit invoices to the City, for which compensation is due under this Contract and requesting payment for goods received or services rendered by the Vendor during the period covered by the invoice. The invoice must agree to the rates/payment schedule as indicated in this contract and must include the applicable Purchase Order number. The invoice shall include the following information: vendor name, vendor remit address, invoice date, invoice number, itemized listing of goods, services, labor, and expenses and indicating the total amount due.

**RFP # 21-21**  
**SECTION 3.0**  
**PRICING**

By signing this Price Form, the Proposer certifies the following bulleted statements and offers to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the City of Somerville entitled: Flexible Spending Account Administration

- 1 The proposals will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than **10/15/2020 by 2PM EST**
- If the **awarded** vendor is a Corporation a "Certificate of Good Standing" (produced by the Mass. Sec. of State) must be furnished with the resulting contract (see Section 3.0.)
- 1 **Awarded Vendor** must comply with Living Wage requirements (see Section 3.0; only for services)
- 1 **Awarded Vendor** must comply with insurance requirements as stated in Section 3.0.
- 11 The Purchasing Director reserves the right to accept or reject any or all proposals and/or to waive any informalities if in her/his sole judgment it is deemed to be in the best interest of the City of Somerville.
- 1 The following prices shall include delivery, the cost of fuel, the cost of labor, and all other charges.
- 1 This form to be enclosed in sealed proposal package.

**Please provide Unit Prices for the following and include any exceptions and additional fees not listed on separate sheets as needed:**

	Flexible Spending Account Plan Fees (based on 400 participants)	Year 1	Year 2	Year 3	Year 4	Year 5
1.	Initial Start –up Fee	Waived	Waived	Waived	Waived	Waived
2.	PEPM	\$3.25 per Ptp per Month				
3.	Renewal Cost	Waived	Waived	Waived	Waived	Waived
4.	Non-Discrimination Testing	Waived	Waived	Waived	Waived	Waived
5.	Debit Card Fees	Initial:Waived Add/Replace: \$5 per set				
	<b>Total Annual Fees</b>	\$15,600	\$15,600	\$15,600	\$15,600	\$15,600

**NOTE: COBRA For FSA: Included**

**Name of Company/Individual:** Benefit Strategies, LLC

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**Address, City, State, Zip:** 967 Elm Street, Manchester, NH 03101

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**Tel #** 603-232-8020      **Email:** tsmith@benstrat.com

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**Signature of Authorized Individual** Thomas J. Smith

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Please acknowledge receipt of any and all Addenda (if applicable) by signing below and including this form in your proposal package. Failure to do so may subject the proposer to disqualification.

**ACKNOWLEDGEMENT OF ADDENDA:**  
**Addendum #1** TJS **#2** \_\_\_\_\_ **#3** \_\_\_\_\_ **#4** \_\_\_\_\_ **#5** \_\_\_\_\_ **#6** \_\_\_\_\_ **#7** \_\_\_\_\_ **#8** \_\_\_\_\_ **#9** \_\_\_\_\_ **#10** \_\_\_\_\_

**Appendix C**  
*Forms*



**Certificate of Authority  
(Limited Liability Companies Only)**

**Instructions:** Complete this form and sign and date where indicated below.

1. I, the undersigned, being a member or manager of

Benefit Strategies LLC  
(Complete Name of Limited Liability Company)

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: New Hampshire

3. The LLC is managed by (check one) a  Manager or by its  Members.

4. I hereby certify that each of the following individual(s) is:

- a member/manager of the LLC;
- duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
- duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
- that no resolution, vote, or other document or action is necessary to establish such authority.

Name	Title
<u>Thomas J. Smith</u>	<u>President</u>

5. Signature: [Handwritten Signature]

Printed Name: Thomas J. Smith

Printed Title: President

Date: 11-24-2020

Print

**INSURANCE SPECIFICATIONS**

**INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:**

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million

Property Damage Liability.....\$ One Million

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:  
**"CITY OF SOMERVILLE"** as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.

**Certificate Should Be Made Out To:**

**City Of Somerville  
c/o Purchasing Department  
93 Highland Avenue  
Somerville, Ma. 02143**

**Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.**





**SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM**  
**CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq.**

**Instructions:** This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: **\$10,000**. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

**Purpose:** The purpose of this form is to ensure that such vendors pay a "Living Wage" (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP's, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

**Definition of "Living Wage":** For this contract or subcontract, as of 7/1/2020 "Living Wage" shall be deemed to be an hourly wage of no less than **\$15.29** per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

**CERTIFICATIONS**

1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

\*Copies of the Ordinance are available upon request to the Purchasing Department.

Contract Number: \_\_\_\_\_

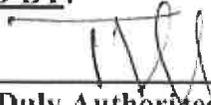
security returns, and evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

4. The undersigned shall submit payroll records to the City upon request and, if the City receives information of possible noncompliance with the provisions the Somerville Living Wage Ordinance, the undersigned shall permit City representatives to observe work being performed at the work site, to interview employees, and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

5. The undersigned shall not fund wage increases required by the Somerville Living Wage Ordinance by reducing the health insurance benefits of any of its employees.

6. The undersigned agrees that the penalties and relief set forth in the Somerville Living Wage Ordinance shall be in addition to the rights and remedies set forth in the contract and/or subcontract.

**CERTIFIED BY:**

Signature:  Thomas J. Smith  
(Duly Authorized Representative of Vendor)

Title: President

Name of Vendor: Benefit Strategies, LLC

Date: October 13, 2020

**INSTRUCTIONS: PLEASE POST**

**NOTICE TO ALL EMPLOYEES  
REGARDING PAYMENT OF LIVING WAGE**

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of 7/1/2020 is **\$15.29** per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Purchasing Department directly.



**Non-Collusion Form and Tax Compliance Certification**

**Instructions:** Complete each part of this two-part form and sign and date where indicated below.

**A. NON-COLLUSION FORM**

I, the undersigned, hereby certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature: Thomas J. Smith  
(Individual Submitted Bid or Proposal)  
Duly Authorized

Name of Business or Entity: Benefit Strategies, LLC

Date: October 13, 2020

**B. TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

Signature: Thomas J. Smith  
(Duly Authorized Representative of Vendor)

Name of Business or Entity: Benefit Strategies, LLC

Social Security Number or Federal Tax ID#: 26-0003294

Date: October 13, 2020

**Print**