Request for Proposal

EMPLOYEE BENEFITS INSURANCE BROKER

AND

HUMAN RESOURCES/EMPLOYEE BENEFITS TECHNOLOGY SERVICES

Responses to an Request for Proposal will be received by the Purchasing Coordinator, Sumner County Board of Education, 1500 Airport Road, Gallatin, TN 37066 for EMPLOYEE BENEFITS INSURANCE BROKER AND HUMAN RESOURCES/EMPLOYEE BENEFITS TECHNOLOGY SERVICES until 3:00 P.M. Local Time MONDAY MARCH 19, 2012. All proposals are subject to the Board of Education’s conditions and specifications which are available from Vicky Currey, Purchasing Coordinator (615) 451-6560. All bids can be viewed on line at www.sumnerschools.org.
NOTICE TO RESPONDENTS

Responses to a Request for Proposal will be received by the Purchasing Coordinator in the SUPPORT SERVICE FACILITY CONFERENCE ROOM, Sumner County Board of Education, 1500 Airport Road Gallatin, TN 37066. They will be received until 3:00 P.M. Local Time MONDAY MARCH 19, 2012 for EMPLOYEE BENEFITS INSURANCE BROKER AND HUMAN RESOURCES/EMPLOYEE BENEFITS TECHNOLOGY SERVICES, at which time the responses will be opened, taken under advisement and evaluated. BIDS WILL BE POSTED ON www.sumnerschools.org

GENERAL REQUIREMENTS AND CONDITIONS

1. The Sumner County Board of Education reserves the right to accept or reject any and/or all responses in whole or in part, and to waive informalities therein.

2. Any responses received after the scheduled closing time for the receipt for responses will not be considered.

3. If a mistake is discovered after the responses are received, only the Sumner County Board of Education may allow the respondent to withdraw the entire response.

4. Partial payments will not be approved unless justification for such payment can be shown. Terms will be net 30 days.

5. Payment will not be made until the said (SEE ABOVE) are inspected and approved as meeting all specifications by persons appointed by the Sumner County Board of Education.

6. Responses submitted must be in a sealed envelope and marked on the outside as follows:
   RESPONSE: (SEE ABOVE)
   DEADLINE: 3:00 P.M. MONDAY, MARCH 19, 2012

7. Facsimile responses will not be considered.

8. If a successful bidder violates any terms of their bid, the contract, school board policy or any law they may be disqualified from bidding for a period of two years for minor violations or longer for major violations. Bids from disqualified bidders will not be accepted during the period of disqualification.

9. Prices quoted on the response (if any) are to be considered firm and binding until the said (SEE ABOVE) are in the possession of the Sumner County Board of Education.

10. No purchase or contract is authorized or valid until the issuance of a Board Purchase Order in accordance with Board Policy. No Board Employee is authorized to purchase equipment, supplies or services prior to the issuance of such a Purchase Order.

11. Any deviation from these stated terms, specifications and conditions must be coordinated with and approved in writing by the Purchasing Coordinator, Vicky Currey (615) 451-6560.

12. All bids that exceed $25,000 must have the Company Name, License Number, Expiration Date thereof and License Classification of Contractor listed on outside of sealed envelope. As required by State of Tennessee Code Annotated 62-6-119.

13. The awarded bidder will be required to post a performance and payment bond in the amount of 25% of the contract price if it exceeds $100,000 as stated by State of Tennessee Code Annotated 12-4-201.
REQUEST FOR PROPOSALS

for

EMPLOYEE BENEFITS INSURANCE BROKER
AND
HUMAN RESOURCES / EMPLOYEE BENEFITS
TECHNOLOGY SERVICES

RFP# 2012-HR-01

RFP CONTENTS

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6.2. Technical Proposal & Evaluation Guide
6.3. Cost Proposal
6.4. Reference Questionnaire
6.5. Proposal Score Summary Matrix
6.6. Pro Forma Agreement

Sumner County Board of Education
Del R. Phillips III, Ph.D.
Director of Schools
695 East Main Street
Gallatin, TN 37066-2472

Board of Education Members
Tim Brewer - David A. Brown - Beth Cox - Andy Daniels - Shannon Dunn - Will A. Duncan - Glen Gregory - Danny Hale - Don Long - Vanessa Silkwood - Ted Wise
1. **INTRODUCTION**

The Sumner County Board of Education, hereinafter referred to as “the Board,” has issued this Request for Proposals (RFP) to define minimum service requirements; solicit proposals; detail proposal requirements; and, outline the Board’s process for evaluating proposals and selecting a contractor to provide the needed service.

Sumner County is located north of Nashville, TN. The Board serves over 27,000 students in 46 schools. The district employs approximately 4,000 classified and certified personnel who participate in various retirement and supplemental insurance plans, as well as the county’s self-funded medical plan or state medical plan for teachers.

1.1. **Statement of Procurement Purpose**

The Board seeks to solicit proposals from qualified insurance brokers and/or human resource technology providers to provide electronic methods for its employees to access benefits information, submit/process benefit transactions, act as the Agent of Record for the Board’s employee insurance product portfolio and act as the Third Party Administrator/compliance agent for all of its employee benefit offerings. The Board is seeking to improve its employees’ experience with the benefits programs provided as a result of this RFP by: 1) streamlining benefit transactions initiated by the employee utilizing electronic workflows; 2) mechanize/automate processes in order to minimize internal maintenance efforts by benefit administrators; 3) create a “one-stop” solution and single source provider of benefits information; 4) drive employee satisfaction through competitive offerings and awareness (including wellness programs and special offers). In addition, the Board is seeking to reduce its costs of administering benefit programs by providing online benefit enrollments, electronically reconciling monthly statements, providing employee access to online job training, providing video conferencing services for Central office and school sites, and provide wellness programs through interactive electronic methods.

The selected contractor’s solution shall be designed to be accessible through an internet connection. The solution must provide dashboards to assist the Board and its administrative staff in managing reports, accessing data and training resources. It will also serve as a tool for benefit administrators to monitor and track data at the district, school and employee level. In addition, the solution will include an interactive website used to disseminate and collect information as well as the capacity to deliver employee training and professional development modules to individual employees.

Additional requirements are included in the contractor’s responsibilities and are outlined in Section 6 of this RFP.

1.2. **Scope of Service, Contract Period, & Required Terms and Conditions**

The RFP Attachment 6.6., *Pro Forma* Contract details the Board’s required:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The pro forma contract substantially represents the contract document that the successful Proposer must sign.

1.3. **Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, state, constitutional or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
1.4. **RFP Communications**

1.4.1. The Board has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 2012-HR-01

1.4.2. Unauthorized contact about this RFP with employees or officials of the Sumner County Board of Education except as detailed below may result in disqualification from consideration under this procurement process.

1.4.2.1. Potential proposers must direct communications regarding this RFP to the following person:

Vicky Currey, Purchasing Coordinator
Sumner County Board of Education
1500 Airport Road
Gallatin, TN 37066
Telephone: (615)451-6560
Email: vicky.currey@sumnerschools.org

1.4.2.2. Notwithstanding the foregoing, potential proposers may also contact the following individual designated by the Board to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

T. Shawn Curtis, Assistant Director of Schools for Human Resources
Sumner County Board of Education
695 E Main St.
Gallatin, TN 37066
Telephone: (615)451-5207
Email: shawn.curtis@sumnerschools.org

1.4.3. Only the Board’s official, written responses and communications will be binding with regard to this RFP. The Board will consider oral communications of any type to be unofficial and non-binding.

1.4.4. Potential proposers must ensure that the Board receives all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.4.5. Proposers must assume the risk of the method of dispatching any communication or proposal to the Board. The Board assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital “postmarking” of a communication or proposal to the Board by a specified deadline date will not substitute for the Board’s actual receipt of a communication or proposal.

1.4.6. The Board will convey all official responses and communications related to this RFP to the potential proposers from whom the Board has received a Notice of Intent to Propose (refer to RFP Section 1.7).

1.4.7. The Board reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, postal mail, electronic mail, internet posting, or any other means deemed reasonable by the Board.
1.4.8. The Board reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The Board’s official, written responses will constitute an amendment of this RFP.

1.4.9. Any data or factual information provided by the Board (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The Board will make reasonable efforts to ensure the accuracy of such data or information; however, it is within the discretion of Proposers to independently verify any information before relying thereon.

1.5. **Assistance to Proposers with a Handicap or Disability**

Potential proposers with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Potential proposers may contact the Purchasing Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. **Proposer Required Review & Waiver of Objections**

1.6.1. Each potential proposer must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma Agreement*, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).

1.6.2. Any potential proposer having questions and comments concerning this RFP must provide such in writing to the Board no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.6.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the Board, in writing, by the Written Comments Deadline.

1.7. **Notice of Intent to Propose**

Potential proposers should submit to the Purchasing Coordinator a Notice of Intent to Propose (in the form of a simple e-mail or other written communication) before the Notice of Intent to Propose Deadline detailed in the RFP Section 2, Schedule of Events. Such notice should include the following information:

- the business or individual’s name (as appropriate)
- the name(s) and title(s) of a representative contact
- the contact person’s mailing address, telephone number, facsimile number, and e-mail address

A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.8. **Proposal Deadline**

A Proposer must ensure that the Board receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond, as required, to this RFP only (including its attachments) as may be amended. The Board will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal.
### 2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the Board’s estimated timeline for this RFP.

<table>
<thead>
<tr>
<th>EVENT</th>
<th>TIME (central time zone)</th>
<th>DATE (all dates are business days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. RFP Issued</td>
<td></td>
<td>February 13, 2012</td>
</tr>
<tr>
<td>2. Disability Accommodation Request</td>
<td>3:00 p.m.</td>
<td>February 17, 2012</td>
</tr>
<tr>
<td>Deadline</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Notice of Intent to Propose</td>
<td>3:00 p.m.</td>
<td>February 20, 2012</td>
</tr>
<tr>
<td>Deadline</td>
<td></td>
<td></td>
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<tr>
<td>4. Written &quot;Questions &amp; Comments&quot;</td>
<td>3:00 p.m.</td>
<td>February 23, 2012</td>
</tr>
<tr>
<td>Deadline</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Board’s Response to Written</td>
<td></td>
<td>March 1, 2012</td>
</tr>
<tr>
<td>“Questions &amp; Comments”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Proposal Deadline</td>
<td>3:00 p.m.</td>
<td>March 19, 2012</td>
</tr>
<tr>
<td>8. Opening &amp; Scoring of Proposals</td>
<td>9:00 a.m.</td>
<td>March 20, 2012</td>
</tr>
<tr>
<td>9. Evaluation Notice Released</td>
<td>3:00 p.m.</td>
<td>March 27, 2012</td>
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<tr>
<td>RFP Files Opened for Public Inspection</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Proposal(s) Presented for Review</td>
<td>6:30 p.m.</td>
<td>April 3, 2012</td>
</tr>
<tr>
<td>at Board Study Session</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Board Vote on RFP</td>
<td>6:00 p.m.</td>
<td>April 17, 2012</td>
</tr>
<tr>
<td>10. Contract Signing</td>
<td></td>
<td>May 1, 2012</td>
</tr>
</tbody>
</table>

2.2. The Board reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary. Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the Board will communicate such to potential proposers from whom the Board has received a Notice of Intent to Propose (refer to section 1.7).
3. PROPOSAL REQUIREMENTS

3.1. Proposal Form

A response to this RFP must consist of two parts, a Technical Proposal and a Policy Provider (Cost) Proposal.

3.1.1. Technical Proposal

The RFP Attachment 6.2., Technical Proposal & Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. The guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

A technical proposal must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to additional options) are included in any part of the technical proposal, the Board will deem the proposal to be non-responsive and reject it.

3.1.1.1. A Proposer must use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to organize, reference, and draft the Technical Proposal by duplicating the attachment, adding appropriate proposal page numbers as required, and using the guide as a table of contents covering the Technical Proposal.

3.1.1.2. A proposal should be economically prepared, with emphasis on completeness and clarity. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 ½” x 11” pages (although oversize exhibits are permissible). All proposal pages must be numbered.

3.1.1.3. All information and documentation included in a Technical Proposal should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

3.1.1.4. The Board may determine a proposal to be non-responsive and reject it if:

a. the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or

b. the Technical Proposal document does not appropriately respond to, address, or meet all of the requirements and proposal items detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide.

3.1.2. Policy Provider (Cost) Proposal

A Policy Provider (Cost) Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Policy Provider (Cost) Proposal & Scoring Guide. If a proposer fails to submit a cost proposal exactly as required, the Board will deem the proposal to be non-responsive and reject it.

3.1.2.1. A Proposer must only record the proposed policy providers exactly as required by the RFP Attachment 6.3., Policy Provider (Cost) Proposal & Scoring Guide and must not record any other rates or amounts.

3.1.2.2. The proposed policy providers shall incorporate all of the minimum service requirements outlined in RFP Attachment 6.3., Policy Provider (Cost) Proposal & Scoring Guide.
3.1.2.3. A Proposer must sign and date the Policy Provider (Cost) Proposal.

3.1.2.4. A Proposer must submit the Policy Provider (Cost) Proposal to the Board in a sealed package separate from the Technical proposal (as detailed in RFP Sections 3.2.3., et seq.).

3.2. Proposal Delivery

A Proposer must deliver a proposal in response to this RFP as detailed below. The Board will not accept a proposal delivered by any other method.

3.2.1. A Proposer must ensure that both the original Technical Proposal and Policy Provider Proposal documents meet all form and content requirements detailed within this RFP for such proposals including but not limited to required signatures.

3.2.2. A Proposer must submit original Technical Proposal and Policy Provider (Cost) Proposal documents and copies as specified below.

3.2.2.1. One (1) original Technical Proposal paper document with coversheet labeled:

“RFP # 2012-HR-01 TECHNICAL PROPOSAL - ORIGINAL – SUBMITTED BY [PROPOSER LEGAL ENTITY NAME]”

and one (1) copy of the Technical Proposal in the form of a digital document in “PDF” format properly recorded on its own otherwise blank standard CD-R disc labeled:

“RFP # 2012-HR-01 TECHNICAL PROPOSAL COPY”

Additional exhibits may be included in the digital copy, such as demonstration videos or photographic illustrations; however any exhibit must be a separate file from Technical proposal document and must be saved in “PDF” or “FLASH” format.

The digital copy should not include copies of sealed customer references. Any discrepancy between the paper Technical Proposal document and any digital copies may result in the Board rejecting the proposal as non-responsive.

3.2.2.2. One (1) original Policy Provider (Cost) Proposal paper document with coversheet labeled:

“RFP # 2012-HR-01 POLICY PROVIDER PROPOSAL - ORIGINAL – SUBMITTED BY [PROPOSER LEGAL ENTITY NAME]”

and one (1) copy of the Policy Provider Proposal in the form of a digital document in “PDF” format properly recorded on a separate and otherwise blank standard CD-R disc labeled:

“RFP # 2012-HR-01 POLICY PROVIDER PROPOSAL COPY”

In the event of a discrepancy between the original Policy Provider Proposal document and the digital copy, the original, signed document will take precedence.

3.2.3. A Proposer must separate, seal, package, and label the documents and discs for delivery as follows.

3.2.3.1. The Technical Proposal original document, copy disc and sealed customer references must be bound and placed in its own separate package that is clearly labeled:

“RFP # 2012-HR-01 TECHNICAL PROPOSAL SUBMITTED BY [PROPOSER LEGAL ENTITY NAME]”
3.2.3.2. The Policy Provider (Cost) Proposal original document and copy disc must be bound and placed in a separate package that is clearly labeled:

“RFP # 2012-HR-01 POLICY PROVIDER (COST) PROPOSAL SUBMITTED BY [PROPOSER LEGAL ENTITY NAME]”

3.2.3.3. The segregated Technical Proposal and Policy Provider Proposal components shall be enclosed in a larger package for mailing or delivery with the outermost package clearly labeled:

“RFP # 2012-HR-01 SEALED PROPOSALS SUBMITTED BY [PROPOSER LEGAL ENTITY NAME]”

3.2.4. A Proposer must ensure that the Board receives a proposal in response to this RFP no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address.

Vicky Currey, Purchasing Coordinator
Sumner County Board of Education
1500 Airport Road
Gallatin, TN 37066

3.3. **Proposal & Proposer Prohibitions**

3.3.1. A proposal must not include the Proposer’s own contract terms and conditions. If a proposal contains such terms and conditions, the Board, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.

3.3.2. A proposal must not restrict the rights of the Board or otherwise qualify the offer to deliver services as required by this RFP. If a proposal restricts the rights of the Board or otherwise qualifies the offer to deliver services as required by this RFP, the Board, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.

3.3.3. A proposal must not propose alternate services (i.e. offer services different from those requested and required by this RFP). The Board will consider a proposal of alternate services to be non-responsive and reject it.

3.3.4. Any proposal must not result from any collusion between Proposers. The Board will reject any proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the Board will consider any such actions to be grounds for proposal rejection or contract termination.

3.3.5. A Proposer must not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect. If the Board determines that a Proposer has provided such incorrect information, the Board will deem the Proposer’s proposal non-responsive and reject it.

3.3.6. A Proposer must not submit more than one Technical Proposal and one Policy Provider Proposal in response to this RFP. If a Proposer submits more than one Technical Proposal or more than one Policy Provider Proposal, the Board will deem all of the proposals non-responsive and reject them.

3.3.7. A Proposer must not submit a proposal as a prime contractor while also permitting one or more other Proposers to offer the Proposer as a subcontractor in their own proposals. Such may result in the disqualification of all Proposers knowingly involved. This restriction does not, however, prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor.
3.3.8. A Proposer must not be (and the Board will not award a contract to):

a. an individual who is, or within the past six months has been, an employee of the Sumner County Board of Education or who is a member of a government board or commission that votes upon, provides oversight, or any manner superintends the services being procured in this RFP;

b. a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee of the Sumner County Board of Education (this will not apply either to financial interests that have been placed into a “blind trust” arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);

c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee of the Sumner County Board of Education in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,

d. any individual, company, or other entity involved in assisting the Board in the development, formulation, or drafting of this RFP or its scope of services (such person or entity being deemed by the Board as having information that would afford an unfair advantage over other Proposers).

For the purposes of applying the requirements of this RFP subsection 3.3.8., the Board will deem an individual to be an employee of the Sumner County Board of Education until such time as all compensation for salary, termination pay, and annual leave has been paid, but the term “employee of the Sumner County Board of Education” shall not include individuals performing volunteer services for the Sumner County Board of Education.

3.4. Proposal Errors & Revisions

A Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the Board.

3.5. Proposal Withdrawal

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

3.6. Proposal of Additional Services

If a proposal offers services in addition to those required by and described in this RFP, the Board, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Proposer must not propose any additional cost amount(s) or rate(s) for additional services. Regardless of any additional services offered in a proposal, the Proposer must not record any other rates, amounts, or information.

3.7. Proposal Preparation Costs

The Board will not pay any costs associated with the preparation, submittal, or presentation of any proposal.
4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The Board reserves the right to amend this RFP at any time, provided that it is amended in writing. However, prior to any such amendment, the Board will consider whether it would negatively impact the ability of potential proposers to meet the proposal deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the Board will convey it to potential proposers who submitted a Notice of Intent to Propose (refer to RFP Section 1.7). A proposal must respond, as required, to the final RFP (including its attachments) as may be amended.

4.2. RFP Cancellation

The Board reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. Board Right of Rejection

4.3.1. Subject to applicable laws and regulations, the Board reserves the right to reject, at its sole discretion, any and all proposals.

4.3.2. The Board may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the Board reserves the right to waive, at its sole discretion, a proposal's minor variances from full compliance with this RFP. If the Board waives variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such and the Board may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without the express consent and prior written approval of the Board. The Board reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Proposer intends to use subcontractors, the proposal in response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a proposal in response to this RFP will be deemed as approved by the Board unless the Board expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. The Contractor resulting from this RFP may only substitute another subcontractor for a proposed subcontractor at the discretion of the Board and with the Board's prior written approval.

4.4.5. Notwithstanding any Board approval relating to subcontracts, the Contractor resulting from this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel

The Board reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing service in the performance of a contract resulting from this RFP. The Board will document in writing the reason(s) for any rejection of personnel.
4.6. **Insurance**

At any time, the Board may require the Contractor resulting from this RFP to provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by this RFP. A failure to provide said documentation will be considered a material breach and grounds for contract termination.

4.7. **Licensure**

4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the Board as a part of a proposal in response to this RFP, shall be properly licensed to render such opinions.

4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The Board may require any Proposer to submit evidence of proper licensure.

4.8. **Disclosure of Proposal Contents**

4.8.1. Each proposal and all materials submitted to the Board in response to this RFP becomes the property of the Sumner County Board of Education. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

4.8.2. The Board will hold all proposal information, including both technical and policy provider (cost) information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Proposers submitting timely proposals may be available to the public, upon request, after technical proposals are opened.

4.8.3. Upon completion of proposal evaluations, indicated by public release of an Evaluation Notice, the proposals and associated materials will be open for review by the public in accordance with Tennessee Code Annotated, Sections 10-7-503 and 10-7-504.

4.9. **Contract Approval and Contract Payments**

4.9.1. This RFP and its contractor selection processes do not obligate the Board and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. The Board’s obligations pursuant to a contract award shall commence only after the contract is signed by the Chairman of the Sumner County Board of Education, the Director of Schools and the Contractor and after the Contract is approved by all other Board officials as required by applicable laws and regulations.

4.9.2. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the Sumner County Board of Education and the State of Tennessee.

4.9.2.1. The Board shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the Contract start date or after the Contract end date.

4.9.2.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., Pro Forma Agreement, Section C).

4.9.2.3. The Board will neither fund nor reimburse the Contractor for the purchase of services or items to be delivered to the Board as a component of contract performance.
4.10. **Contractor Performance**

The Contractor resulting from this RFP will be responsible for the completion of all service set out in this RFP (including attachments) as may be amended. All service is subject to inspection and evaluation by the Board. The Board will employ all reasonable means to ensure that service is performing in compliance with the Contract and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

During the course of a Contract pursuant to this RFP, the Board may request the Contractor to perform additional work within the general scope of the Contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the Board will provide the Contractor a written description of the additional work. The Contractor must respond to the Board with a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor’s proposal to this RFP. If the Board and the Contractor reach an agreement regarding the work and associated compensation, such agreement must be effected by means of a Contract Amendment. Further, any such amendment requiring additional work must be signed by the Chairman of the Sumner County Board of Education, the Director of Schools and the Contractor. The Contractor must not commence additional work until the Board has issued a written Contract Amendment with all required approvals.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the Board and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.
5. PROPOSAL EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The Board will consider qualifications, experience, technical approach, and policy providers (costs) in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each qualified responsive proposal.

<table>
<thead>
<tr>
<th>EVALUATION CATEGORY</th>
<th>MAXIMUM POINTS POSSIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broker General Qualifications &amp; Experience (refer to RFP Attachment 6.2., Section B)</td>
<td>30</td>
</tr>
<tr>
<td>Technical Qualifications, Experience &amp; Proposed Solution (refer to RFP Attachment 6.2., Section C)</td>
<td>60</td>
</tr>
<tr>
<td>Policy Provider (Cost) Proposal (refer to RFP Attachment 6.3.)</td>
<td>10</td>
</tr>
</tbody>
</table>

5.2. Evaluation Process

The proposal evaluation process is designed to award the contract resulting from this RFP not necessarily to only the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer offering the best combination of attributes based upon the evaluation criteria. A “responsive Proposer” is defined as a Proposer that has submitted a proposal that conforms in all material respects to the RFP. A “responsible Proposer” is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements plus the integrity and reliability which will assure good faith performance.

5.2.1. Technical Proposal Evaluation

The Purchasing Coordinator and the Proposal Evaluation Team (consisting of three or more Board employees) will use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

5.2.1.1. The Board reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by the Board. The subject Proposer must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the Board.

5.2.1.2. The Purchasing Coordinator will review each Technical Proposal to determine compliance with RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A - Mandatory Requirements. If the Purchasing Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document the team’s determination of whether:

a. the proposal adequately meets requirements for further evaluation;

b. the Board will request clarifications or corrections for consideration prior to further evaluation; or,

c. the Board will determine the proposal non-responsive to the RFP and reject it.

5.2.1.3. The Proposal Evaluation Team members will independently evaluate each Technical Proposal (that appears responsive to the RFP) against the evaluation criteria in this RFP, rather than against other proposals and will score each in accordance with the
5.2.1.4. For each proposal evaluated, the Purchasing Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and for Section C, and record each average as the proposal score for the respective Technical Proposal section.

5.2.1.5. Before the Policy Provider (Cost) Proposals are opened, the Proposal Evaluation Team will review the Technical Proposal Evaluation record and any other available information pertinent to whether or not each Proposer is responsive and responsible. If the Proposal Evaluation Team identifies any Proposer that appears not to meet the responsive and responsible thresholds such that the team would not recommend the Proposer for Policy Provider Proposal Evaluation and potential contract award, the team members will fully document the determination.

5.2.2. Policy Provider (Cost) Proposal Evaluation

The Purchasing Coordinator will open for evaluation the Policy Provider Proposal of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential contract award and will calculate and record each Policy Provider Proposal score in accordance with the RFP Attachment 6.3., Policy Provider Proposal & Scoring Guide.

5.2.3. Total Proposal Score

The Purchasing Coordinator will calculate the sum of the Technical Proposal section scores and the Policy Provider Proposal score and record the resulting number as the total score for the subject Proposal (refer to RFP Attachment 6.5., Proposal Score Summary Matrix).

5.3. Contract Award Process

5.3.1 The RFP Coordinator will submit the Proposal Evaluation Team determinations and proposal scores to the Director of Schools, Assistant Director of Schools for Finance and the Assistant Director of Schools of for Human Resources for consideration along with any other relevant information that might be available and pertinent to the contract award.

5.3.2. The Director of Schools, Assistant Director of Schools for Finance and the Assistant Director of Schools of for Human Resources will determine the apparent best-evaluated proposal. To effect a contract award to a Proposer other than the one receiving the highest evaluation process score, the Director of Schools or his/her designee must provide written justification to the Board.

5.3.3. The Board reserves the right to make an award without further discussion of any proposal.

5.3.4. The Board will issue an Evaluation Notice identifying the apparent best-evaluated proposal and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

5.3.5. The Proposer identified as offering the apparent best-evaluated proposal must sign a contract drawn by the Board pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., Pro Forma Agreement. The Proposer must sign
said contract no later than the Contract Signature by Contractor Deadline detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the Board may determine that the Proposer is non-responsive to this RFP and reject the proposal.

5.3.6. Notwithstanding the foregoing, the Board may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the pro forma agreement terms and conditions or performance requirements in the Board’s best interests, provided that such revision of terms and conditions or performance requirements shall not materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

5.3.7. If the Board determines that a proposal is non-responsive and rejects it after opening proposals, the Proposal Evaluation Team will re-calculate scores for each remaining responsive Proposal to determine (or re-determine) the apparent best-evaluated proposal.
RFP ATTACHMENT 6.1.

RFP # 2012-HR-01 PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Technical Proposal (as required by RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.1.).

The Proposer does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., Pro Forma Contract for the total contract period.
3. The Proposer accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., Pro Forma Contract.
4. The Proposer acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Proposer will comply with:
   (a) the laws of the State of Tennessee;
   (b) Title VI of the federal Civil Rights Act of 1964;
   (c) Title IX of the federal Education Amendments Act of 1972;
   (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
   (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
7. The proposal submitted in response to the RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the Sumner County Board of Education as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the RFP or any resulting contract.
9. Both the Technical Proposal and the Policy Provider (Cost) Proposal submitted in response to the RFP shall remain valid for at least 120 days subsequent to the date of the Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Proposal Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer’s company President or Chief Executive Officer, this document must attach evidence showing the individual’s authority to bind the proposing entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY

SIGNATURE:

________________________________________

PRINTED NAME & TITLE:

________________________________________

DATE:

________________________________________

PROPOSER LEGAL ENTITY NAME:

________________________________________

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):

________________________________________
## TECHNICAL PROPOSAL & EVALUATION GUIDE

### SECTION A: MANDATORY REQUIREMENTS.

The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

The Purchasing Coordinator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the proposal and attach a written determination. In addition to the Mandatory Requirement Items, the Purchasing Coordinator will review each proposal for compliance with all RFP requirements.

<table>
<thead>
<tr>
<th>PROPOSER LEGAL ENTITY NAME:</th>
<th></th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Proposal Page #(s)</th>
<th>Item Ref.</th>
<th>Section A— Mandatory Requirement Items</th>
<th>Pass/Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td>( Proposer completes )</td>
<td></td>
<td>The Proposal must be delivered to the Board no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.</td>
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<td></td>
<td></td>
<td>The Technical Proposal and the Policy Provider Proposal documentation are packaged separately as required (refer to RFP Section 3.2., <em>et. seq.</em>).</td>
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<td></td>
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<td>The Technical Proposal must NOT contain cost or pricing information of any type.</td>
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<td>The Technical Proposal must NOT contain any restrictions of the rights of the Board or other qualification of the proposal.</td>
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<td>A Proposer must NOT submit alternate proposals.</td>
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<td></td>
<td>A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-contractor).</td>
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<tr>
<td>A.1.</td>
<td></td>
<td>Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.</td>
<td></td>
</tr>
<tr>
<td>A.2.</td>
<td></td>
<td>Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest and, if so, the nature of that conflict. Any questions of conflict of interest shall be solely within the discretion of the Board, and the Board reserves the right to cancel any award.</td>
<td></td>
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<tr>
<td>A.3.</td>
<td></td>
<td>Provide a current bank reference indicating that the Proposer's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.</td>
<td></td>
</tr>
<tr>
<td>A.4.</td>
<td></td>
<td>Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, signed, and dated within the past three (3) months.</td>
<td></td>
</tr>
<tr>
<td>Proposal Page #(s)</td>
<td>Item Ref.</td>
<td>Section A— Mandatory Requirement Items</td>
<td>Pass/Fail</td>
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<tr>
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<tr>
<td>( Proposer completes )</td>
<td></td>
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<tr>
<td><strong>A.5.</strong></td>
<td>Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.)</td>
<td></td>
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<tr>
<td><strong>A.6.</strong></td>
<td>Provide evidence that the Proposer, its employees and all other related entities or subcontractors possess proper business and professional licensures necessary and appropriate to offer insurance products/services and/or render legal or financial advice to the Board's employees in performance of a contract pursuant to this RFP.</td>
<td></td>
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</table>

*Board Use- Purchasing Coordinator Signature, Printed Name & Date:*
**TECHNICAL PROPOSAL & EVALUATION GUIDE**

**SECTION B: BROKER GENERAL QUALIFICATIONS & EXPERIENCE.** The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. The Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B—General Qualifications & Experience Items.

<table>
<thead>
<tr>
<th>PROPOSER LEGAL ENTITY NAME:</th>
<th>Section B— Broker General Qualifications &amp; Experience Items</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Proposal Page # (Proposer completes)</strong></td>
<td><strong>Item Ref.</strong></td>
</tr>
<tr>
<td><strong>B.1.</strong> Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the Board should contact regarding the proposal.</td>
<td></td>
</tr>
<tr>
<td><strong>B.2.</strong> Describe the Proposer's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).</td>
<td></td>
</tr>
<tr>
<td><strong>B.3.</strong> Detail the number of years the Proposer has been in business.</td>
<td></td>
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<tr>
<td><strong>B.4.</strong> Briefly describe how long the Proposer has been performing the services required by this RFP.</td>
<td></td>
</tr>
<tr>
<td><strong>B.5.</strong> Describe the Proposer's number of employees, client base, and location of offices.</td>
<td></td>
</tr>
</tbody>
</table>
| **B.6.** Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer within the last ten years. If so, include an explanation providing relevant details. 
Additionally, provide evidence or a statement of ability of the Contractor to procure and furnish certificates of insurance showing the types and amounts of insurance carried by the Contractor to meet the General Liability and Professional Errors and Omissions liability insurance required as a condition of this RFP. |
| **B.7.** Provide a statement of whether the Proposer or, to the Proposer's knowledge, any of the Proposer’s employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled *nolo contendere* to any felony. If so, include an explanation providing relevant details. |
| **B.8.** Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details. |
| **B.9.** Provide a statement of whether there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer’s financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer’s performance in a contract pursuant to this RFP.

**NOTE:** All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The Board may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
### Section B— Broker General Qualifications & Experience Items

| Proposal Page # (Proposer completes) | Item Ref. | B.10. Provide a statement of whether there are any investigation(s), pending or in-progress, involving, either directly or indirectly, the Proposer, its principals or subcontractors, with the Tennessee Department of Commerce and Insurance (TDCI), Securities Exchange Commission or any other state/federal regulatory agency. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Proposer’s performance in a contract pursuant to this RFP.

**NOTE:** All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The Board may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.

| B.11. Provide a narrative detailing evidence of the Proposer’s ability to deliver the services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.). Include in the narrative the nature and relevance of similar work currently being performed or recently completed, a description of the Proposer’s most noteworthy qualifications for providing the required services described in this RFP, the Proposer’s competitive advantage(s) that distinguish the Proposer over other firms in the same industry and a statement with supportive evidence regarding the Proposer’s strength and stability as a business. If the Proposer’s is a subsidiary or division of a parent firm, provide similar background information on the parent company and identify any other affiliated companies.

| B.12. Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to accomplish the work required by this RFP, illustrating the lines of authority, and designating the individual responsible for the completion of each service component and deliverable of the RFP.

| B.13. Provide a personnel roster listing the names of key people who the Proposer will assign to perform duties or services required by this RFP along with the estimated number of hours that each individual will devote to that performance. This roster should designate a principal of the Proposer’s firm who would be ultimately responsible for the account relationship and an Account Manager who would provide day-to-day direction of the required services.

Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual’s title, education, evidence of licensure (if applicable), current position with the Proposer, and employment history. Include evidence of any business or professional licensures by individual, which qualify that individual to offer insurance products/services and/or render legal or financial advice to the Board’s employees in performance of a contract pursuant to this RFP.

| B.14. Provide a statement of whether the Proposer intends to use subcontractors to accomplish any portions of the work required by this RFP, and if so, detail:

(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;

(b) a description of the scope and portions of the work each subcontractor will perform;

(c) evidence of any business or professional licenses held by the subcontractor (if applicable), which qualify the subcontractor to offer insurance products/services and/or render legal or financial advice to the Board’s employees in performance of a contract pursuant to this RFP; and

(c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Proposer’s response to this RFP.
### Section B— Broker General Qualifications & Experience Items

<table>
<thead>
<tr>
<th>Proposal Page # (Proposer completes)</th>
<th>Item Ref.</th>
<th>Provide documentation of the Proposer’s commitment to diversity as represented by its business strategy, business relationships, and workforce—this documentation should detail the following:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>B.15.</strong></td>
<td></td>
<td>(a) a description of the Proposer’s existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(b) a listing of the Proposer’s current contracts with business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises, including the following information:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(i) contract description</td>
</tr>
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<td></td>
<td></td>
<td>(ii) contractor name and ownership characteristics (i.e., ethnicity, sex, disability)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(iii) contractor contact and telephone number;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(c) an estimate of the level of participation by business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(i) participation estimate (expressed as a percent – not a dollar amount – of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics)</td>
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<tr>
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<td></td>
<td>(ii) descriptions of anticipated contracts</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(iii) names and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated; and</td>
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<tr>
<td></td>
<td></td>
<td>(d) the percent of the Proposer’s total current employees by ethnicity, sex, and handicap or disability.</td>
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<td><strong>NOTE:</strong> Proposers that demonstrate a commitment to diversity will advance the Board’s efforts to expand opportunity to do business with the Board as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises and that offers a diverse workforce to meet service needs.</td>
</tr>
</tbody>
</table>

| **B.16.**                           |           | Provide a statement of whether or not the Proposer has any current contracts with the Board or has completed any contracts with the Board within the previous 5-year period. If so, provide the following information for all of the current and completed contracts: |
|                                     |           | (a) the name, title, telephone number and e-mail address of the Board contact knowledgeable about the contract; |
|                                     |           | (b) a brief description of the contract’s scope of services; |
|                                     |           | (c) the contract term. |
|                                     |           | **NOTES:** |
|                                     |           | / Current or prior contracts with the Board are not a prerequisite and are not required for the maximum evaluation score, and the existence of such contracts with the Board will not automatically result in the addition or deduction of evaluation points. |
|                                     |           | / Each evaluator will generally consider the results of inquiries regarding all contracts noted. |
**Section B— Broker General Qualifications & Experience Items**

<table>
<thead>
<tr>
<th>Proposal Page # (Proposer completes)</th>
<th>Item Ref.</th>
<th>Question</th>
</tr>
</thead>
</table>
| B.17.                               |           | List ten (10) public agencies to which your firm has provided employee benefits insurance brokerage and human resource/employee benefits technology services. Additionally, provide customer references from individuals (who are not current or former Board members or staff of the Board) for projects similar to the services sought under this RFP and which represent:  
  - five (5) of the larger school system accounts currently serviced by the Proposer, and  
  - three (3) completed projects (former school system clients).  
All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which must be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered.  
The Proposer will be solely responsible for obtaining the fully completed reference questionnaires, and for including them within the Proposer’s sealed Technical Proposal. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below.  
(a) “Customize” the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Proposer’s name and make exact duplicates for completion by references.  
(b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope.  
(c) Instruct the person that will provide a reference for the Proposer to:  
  (i) complete the reference questionnaire (on the form provided or prepared);  
  (ii) sign and date the completed reference questionnaire;  
  (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;  
  (iv) sign his or her name in ink across the sealed portion of the envelope; and  
  (v) return the sealed envelope containing the completed reference questionnaire directly to the Proposer.  
(d) Do NOT open the sealed references upon receipt.  
(e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Proposal as required.  

**NOTES:**  
- The Board will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required.  
- The Board will not review more than the number of required references indicated above.  
- While the Board will base its reference check on the contents of the sealed reference envelopes included in the Technical Proposal package, the Board reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.  
- The Board is under no obligation to clarify any reference information.

**SCORE (for all Section B—Qualifications & Experience Items above):**  
(maximum possible score = 30)
**TECHNICAL PROPOSAL & EVALUATION GUIDE**

**SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH.** The Proposer must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more Board employees, will independently evaluate and score the proposal’s response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value  
1 = poor  
2 = fair  
3 = satisfactory  
4 = good  
5 = excellent

The Purchasing Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item’s raw, weighted score for purposes of calculating the section score as indicated.

<table>
<thead>
<tr>
<th>PROPOSER LEGAL ENTITY NAME:</th>
<th>[Proposal Page # (Proposer completes)]</th>
<th>Item Ref.</th>
<th>Section C— Technical Qualifications, Experience &amp; Approach Items</th>
<th>Item Score</th>
<th>Evaluation Factor</th>
<th>Raw Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.1.</td>
<td>Provide a narrative that illustrates the Proposer’s understanding of the Board’s requirements.</td>
<td></td>
<td></td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.2.</td>
<td>Provide a narrative and outline a plan that illustrates how the Proposer will complete the scope of services and accomplish the Board’s objectives. Include details regarding the Proposer’s plan to transition both active and legacy 403(b) plan providers/products, annuity vendors/products, 457 plan providers and Section 125 plan providers/products onto a consolidated “Agent of Record” financial structure and technology platform. Be specific when describing how TPA services will be executed, how communication with employees will be conducted and how employees will be counseled if objections are voiced to the Proposer’s project team.</td>
<td></td>
<td></td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.3.</td>
<td>Provide a narrative and illustrate any Service Level Agreement(s) currently held between the Proposer and another school district or public agency clients of comparable size to Sumner County Schools. Additionally, illustrate and/or describe a Service Level Agreement in which the Proposer is willing to commit in performance of a contract pursuant to this RFP.</td>
<td></td>
<td></td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.4.</td>
<td>Provide a narrative describing how the Proposer will design (or provide already established) policies, protocols and/or procedures for administering services required in this RFP and handling/processing employee requests for transactions; identify levels of intervention/assistance provided to employees, and how any intervention/assistance would be appropriate and relevant for addressing the needs of the Board’s employees. Also include a description of how secure communications would meet or exceed both HIPPA &amp; HIPPA Hi-Tech compliance requirements.</td>
<td></td>
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<td>20</td>
<td></td>
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<tr>
<td>C.5.</td>
<td>Provide a narrative that illustrates how the Proposer will manage the project, ensuring ongoing maintenance of service levels, achieving the scope of services, and monitor service level to ensure the Board’s objectives continue to be achieved through the duration of the contract.</td>
<td></td>
<td></td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposal Page # (Proposer completes)</td>
<td>Item Ref.</td>
<td>Section C—Technical Qualifications, Experience &amp; Approach Items</td>
<td>Item Score</td>
<td>Evaluation Factor</td>
<td>Raw Weighted Score</td>
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<tr>
<td></td>
<td>C.6.</td>
<td>Provide a narrative that depicts how the Proposer will provide annual enrollment assistance to employees and how employee benefit education/information will be conducted annually at each of the Board’s property sites.</td>
<td>5</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>C.7.</td>
<td>Provide a narrative and illustrate how the Proposer’s plan will reduce the amount of time spent reconciling statements, keying enrollment elections and coverage changes resulting from qualifying life events. Provide fact-based case studies from existing or former clients as evidence to support any projected savings.</td>
<td>15</td>
<td></td>
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<tr>
<td></td>
<td>C.8.</td>
<td>Provide a narrative and illustrate how the Proposer’s solution provides the capability for the Board to upload digital video content to the Contractor’s website and that content be accessed by Board employees for online training and professional development. Be specific about how completion of training can be tracked by employee and what type of reporting will be available to monitor progress.</td>
<td>15</td>
<td></td>
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<tr>
<td></td>
<td>C.9.</td>
<td>Provide a brief narrative that describes the Proposer’s ability to meet all the technology requirements set forth in this RFP. State how much “up-time” and “down-time” the Proposer’s technology service has experienced in the past two years (please state the frequency of outages and average duration of outages).</td>
<td>5</td>
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<td></td>
<td>C.10.</td>
<td>Provide a narrative of the Proposer’s solution to integrate with the Board’s financial management/HR database, Zortec by Local Government Corporation, and transition TPA services from Mid-America. Be specific about the bidder’s solution to integrate with Zortec, including any commitments the bidder received from Local Government Corporation ensuring integration and the degree of involvement that may be expected from the Board.</td>
<td>5</td>
<td></td>
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<tr>
<td></td>
<td>C.11.</td>
<td>Provide a narrative of the Proposer’s solution to integrate with Active Directory for user logins and the Proposer’s plan to provide Single-Sign-On access for Board employees for all features in the Proposer’s solution.</td>
<td>10</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>C.12.</td>
<td>Provide a narrative of the Proposer’s solution to provide a “Your Total Rewards” webpage.</td>
<td>10</td>
<td></td>
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<td></td>
<td>C.13.</td>
<td>Provide a description of the Proposer’s solution to offering an Employee Assistance Program (EAP).</td>
<td>5</td>
<td></td>
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<tr>
<td></td>
<td>C.14.</td>
<td>Provide a narrative of the Proposer’s solution to provide video conference services for Principals, and senior Central Office staff.</td>
<td>5</td>
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<td></td>
<td>C.15.</td>
<td>Describe your understanding of service delivery by subcontractors (if any).</td>
<td>5</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
The Purchasing Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.

<table>
<thead>
<tr>
<th>PROPOSER LEGAL ENTITY NAME:</th>
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</thead>
</table>

The formula to calculate the Total Raw Weighted Score is:

\[
\text{Total Raw Weighted Score} = \left( \sum \text{Raw Weighted Scores} \right) \times 60
\]

Where:
- \( \sum \text{Raw Weighted Scores} \) is the sum of all item weights.
- \( \times 60 \) scales the sum to reflect the maximum possible score.

The Maximum Possible Raw Weighted Score is calculated as:

\[
\text{Maximum Possible Raw Weighted Score} = 5 \times \left( \sum \text{Item Weights} \right)
\]

Board Use – Evaluator Signature, Printed Name & Date: [Signature]

Board Use – Purchasing Coordinator Signature, Printed Name & Date:
**POLICY PROVIDER (COST) PROPOSAL & SCORING GUIDE**  
*NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED*

**COST PROPOSAL SCHEDULE**— The Cost Proposal, detailed below, shall indicate the proposed price for the entire scope of service including all services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma Contract* and for the entire contract period. The Policy Provider (Cost) Proposal shall remain valid for at least 120 days subsequent to the date of the Policy Provider (Cost) Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

**NOTICE:** The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Proposer.

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the President or Chief Executive Officer, this document must attach evidence showing the individual’s authority to legally bind the proposing entity.

<table>
<thead>
<tr>
<th>PROPOSER SIGNATURE:</th>
<th>PRINTED NAME &amp; TITLE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>DATE:</th>
<th>PROPOSER LEGAL ENTITY NAME:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Policy Provider Bundle</th>
<th>Proposed Cost</th>
<th>Board Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Evaluation Factor</td>
</tr>
<tr>
<td>1. Agent of Record providing TPA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Compliance and Human Resources</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Benefit Technology Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>for:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) All current and legacy 403(b), 457</td>
<td></td>
<td></td>
</tr>
<tr>
<td>and annuity vendors/products</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Support of current Section 125 plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>vendor and current ancillary insurance product offerings through</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dec 31, 2012</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) Home/Auto group discounts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>List Suggested Provider Here and group discount rates:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d) List any additional features not previously mentioned but included with the technology services (e.g. coordinated school health programs, etc.):</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Cost must equal zero ($0) to Board

<table>
<thead>
<tr>
<th></th>
<th>Evaluation Factor</th>
<th>Evaluation Cost (cost x factor)</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>PROPOSER LEGAL ENTITY NAME:</td>
<td>Cost must equal zero ($0) to Board</td>
<td>n/a</td>
</tr>
<tr>
<td>----------------------------</td>
<td>-----------------------------------</td>
<td>-----</td>
</tr>
<tr>
<td>2. Online training with reporting capabilities for participation/completion of courses. Describe below if this feature is integrated or provided by a subcontractor (identify the supplier by name):</td>
<td>Cost must equal zero ($0) to Board</td>
<td>n/a</td>
</tr>
<tr>
<td>3. Multi-party video conferencing for Principals and senior Central Office staff. Describe below if this feature is integrated or provided by a subcontractor (identify the supplier by name):</td>
<td>Cost must equal zero ($0) to Board</td>
<td>n/a</td>
</tr>
<tr>
<td>4. “Total Rewards” webpage summarizing employee salary plus benefits and the resulting total compensation package in actual dollars (must be personalized for each employee based on data captured from Zortec database). This feature must be integrated into the Proposer’s solution.</td>
<td>Cost must equal zero ($0) to Board</td>
<td>n/a</td>
</tr>
<tr>
<td>5. Employee Assistance Program (EAP), for employees not cover under a medical plan, providing access to an in-person initial courtesy counseling session with a licensed counselor capable of providing referral services for behavioral health and rehabilitative services. Services rendered after referral are at the employee’s expense. List Suggested provider here:</td>
<td>$ ______________ per contract year</td>
<td>1</td>
</tr>
</tbody>
</table>

The Purchasing Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.

**Evaluation Costs Amount:** (sum of Evaluation Costs above)

**Lowest Evaluation Cost Amount from ALL Proposers**

<table>
<thead>
<tr>
<th>Evaluation Cost Amount in <strong>THIS</strong> Proposal</th>
<th>x 10</th>
<th>= SCORE: (maximum possible score)</th>
</tr>
</thead>
</table>

**NOTE:** The Board will review EAP service proposals (noted above in Item 3) and consider all costs, including zero ($0) costs; however, the Board may, at its own discretion, decide to remove and/or eliminate EAP services from consideration before final approval of any contract. If EAP services are removed and/or eliminated from consideration, then all Proposers will receive the maximum possible score in this section (RFP Attachment 6.3) as well as the maximum score possible for Item C.13 in RFP Attachment 6.2.

**Board Use – Evaluator Signature, Printed Name & Date:**

**Board Use – Purchasing Coordinator Signature, Printed Name & Date:**
REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Proposer.

The Proposer will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Proposer’s Technical Proposal.
REFERENCE QUESTIONNAIRE
Sumner County Board of Education RFP # 2012-HR-01

REFERENCE SUBJECT: PROPOSER NAME (completed by proposer before reference is requested)

The “reference subject” specified above, intends to submit a proposal to the Sumner County Board of Education in response to the Request for Proposals (RFP) indicated. As a part of such proposal, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:
- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) What is the name of the individual, company, organization, or entity responding to this reference questionnaire?

(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

<table>
<thead>
<tr>
<th>NAME:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE:</td>
</tr>
<tr>
<td>TELEPHONE #</td>
</tr>
<tr>
<td>E-MAIL ADDRESS:</td>
</tr>
</tbody>
</table>

PLEASE INDICATE IF YOU ARE A CURRENT OR FORMER CLIENT OF THE REFERENCE SUBJECT

(3) What services does /did the reference subject provide to your company or organization?
(4) What is the level of your overall satisfaction with the reference subject as a vendor of the services described above?

*Please respond by circling the appropriate number on the scale below.*

\[
\begin{array}{c}
1 & 2 & 3 & 4 & 5 \\
 least satisfied & & & & most satisfied
\end{array}
\]

If you circled 3 or less, what could the reference subject have done to improve that rating?

(5) If the services that the reference subject provided to your company or organization are completed, were the services completed in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(6) If the reference subject is still providing services to your company or organization, are these services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(7) How satisfied are you with the reference subject’s ability to perform based on your expectations and according to the contractual arrangements?

(8) In what areas of service delivery does /did the reference subject excel?

(9) In what areas of service delivery does /did the reference subject fall short?
(10) What is the level of your satisfaction with the reference subject’s project management structures, processes, and personnel?

Please respond by circling the appropriate number on the scale below.

1 2 3 4 5
least satisfied most satisfied

What, if any, comments do you have regarding the score selected above?

(11) Considering the staff assigned by the reference subject to deliver the services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

Please respond by circling the appropriate number on the scale below.

1 2 3 4 5
least satisfied most satisfied

What, if any, comments do you have regarding the score selected above?

(12) Would you contract again with the reference subject for the same or similar services?

Please respond by circling the appropriate number on the scale below.

1 2 3 4 5
least satisfied most satisfied

What, if any, comments do you have regarding the score selected above?
Please list any additional comments you may have in the space provided below. Please use additional paper if necessary.

REFERENCE SIGNATURE:
(by the individual completing this request for reference information)

________________________________________________________________________
(must be the same as the signature across the envelope seal)

DATE:

________________________________________________________________________
## PROPOSAL SCORE SUMMARY MATRIX (Sample)

<table>
<thead>
<tr>
<th>PROPOSAL NAME</th>
<th>PROPOSER NAME</th>
<th>PROPOSER NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL QUALIFICATIONS &amp; EXPERIENCE</strong>&lt;br&gt;(maximum: 30)</td>
<td></td>
<td></td>
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<tr>
<td>EVALUATOR NAME</td>
<td></td>
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<tr>
<td>EVALUATOR NAME</td>
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</tr>
<tr>
<td><strong>REPEAT AS NECESSARY</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>AVERAGE:</strong></td>
<td><strong>AVERAGE:</strong></td>
<td><strong>AVERAGE:</strong></td>
</tr>
<tr>
<td><strong>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</strong>&lt;br&gt;(maximum: 60)</td>
<td></td>
<td></td>
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<tr>
<td>EVALUATOR NAME</td>
<td></td>
<td></td>
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<tr>
<td>EVALUATOR NAME</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>REPEAT AS NECESSARY</strong></td>
<td></td>
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<tr>
<td><strong>AVERAGE:</strong></td>
<td><strong>AVERAGE:</strong></td>
<td><strong>AVERAGE:</strong></td>
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<tr>
<td><strong>COST PROPOSAL</strong>&lt;br&gt;(maximum: 10)</td>
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<tr>
<td><strong>SCORE:</strong></td>
<td><strong>SCORE:</strong></td>
<td><strong>SCORE:</strong></td>
</tr>
<tr>
<td><strong>TOTAL PROPOSAL EVALUATION SCORE:</strong>&lt;br&gt;(maximum: 100)</td>
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</tr>
</tbody>
</table>

*Purchasing Coordinator Signature, Printed Name & Date:*
RFP # 2012-HR-01 PRO FORMA CONTRACT

The pro forma contract detailed in the following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.
PROFESSIONAL SERVICES CONTRACT AGREEMENT BETWEEN
THE SUMNER COUNTY BOARD OF EDUCATION AND
[[CONTRACTOR NAME]]

This Contract, by and between the Sumner County Board of Education, hereinafter referred to as the ‘Board” and [[Contractor Legal Entity Name]], hereinafter referred to as the “Contractor,” is for the provision of an Insurance Broker to serve as the Agent of Record for the Board and to provide employee insurance benefit offerings and technology services, as further defined in the "SCOPE OF SERVICES."

The Contractor is [[a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company]]. Contractor Place of Incorporation or Organization: [[Location]]

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. The Contractor shall provide an electronic means for employees to access benefit information and initiate transactions involving employee retirement and insurance benefits. The Contractor shall provide a solution accessible through an internet connection using a standard internet browser and shall include the following:

a) The Contractor shall be licensed to offer/provide/sell insurance products from multiple vendors and shall have the capacity to serve as the Board’s Agent of Record for employee retirement and insurance benefit matters.

b) The Contractor shall, within five months of their binding agreement to this contract signified by the Contractor’s affixed signature, design and implement a single online retirement plan solution that provides online access for employees to view balance, contributions and other account information.

c) The Contractor shall employ Single-Sign-On (SSO) technology for Board employees to access the Contractor’s solution. Regardless of the retirement plan vendor or other insurance carrier, the solution provided by the Contractor must enable viewing of health and retirement plan summaries, plan balances, and other related information without the need for multiple logins or passwords.

d) The Contractor shall consolidate all of the Board’s currently active and legacy retirement vendors/products and ancillary insurance vendors/products into a technology platform, which employees can access through an internet connection. The Contractor shall be capable of bringing all of the following vendors/products under their consolidated solution:

   i) Blue Cross/Blue Shield of TN – health and dental
   ii) Cigna Dental
   iii) Delta Dental
   iv) Assurant Dental
   v) Ameritas/VSP
   vi) Tennessee Consolidated Retirement System (TCRS) – employer and employee funded – 401(a)
   vii) Aetna Life and Annuity
   viii) American Funds
   ix) Ameriprise Financial Service/American Express
   x) AXA Equitable
   xi) Galic Distributing
   xii) Horace Mann Life
   xiii) Life Insurance Company of the Southwest – 403(b) & 457
   xiv) Lincoln Financial – 457
   xv) Midland National
e) The Contractor shall act as the Board’s Third Party Administrator (TPA). The Contractor shall take action at its own expense to ensure the Board’s compliance with all regulatory requirements, including but not limited to filing required documents with federal and state agencies, computing, preparing and mailing tax statements, and any other legally mandated duties/responsibilities of TPA service providers.

f) The Contractor, or the Contractor’s affiliate/sub-contractor, shall possess all applicable licenses and credentials necessary and proper to sell or otherwise provide financial and insurance advice.

g) The Contractor shall administer COBRA continuation and all related compliance matters for the Board.

h) The Contractor’s performance in execution of this contract shall, at all times, remain in compliance with both HIPPA and HIPPA Hi-Tech protocols and procedures. The Contractor shall provide means for employees to communicate in compliance with HIPPA and the Contractor will further ensure that the Board is fully aware and has the same means to access and communicate with employees and with the Contractor in accordance with HIPPA requirements.

i) The Contractor shall, within two months of their binding agreement to this Contract signified by the Contractor’s affixed signature, provide a written Service Level Agreement (SLA), which must be agreed upon by the Director of Schools, the Assistant Director of Schools for Human Resources and the Assistant Director of Schools for Finance. The Contractor shall include a means for the Board to monitor the Contractor’s adherence to SLA commitments through dashboard reporting or other reporting tools.

j) The Contractor shall provide a Benefits Call Center (BCC) available via telephone for Board employees to call and inquire about individual/specific benefit information. The contact telephone number, hours of operation and contact email address shall be available through electronic means. Board employees will be directed to contact the BCC for all inquiries except for questions relating to payroll deductions. The Contractor shall provide live customer service support to all inquiries from Board employees.

k) The Contractor shall, within three months of their binding agreement to this contract signified by the Contractor’s affixed signature, provide written policies, procedures and protocols employed by the BCC in responding to Board employee inquiries. The Board shall reviews these policies and provide guidance for resolving employee benefits issues, which must be adopted by the Contractor unless the Board’s guidance would create undue hardship or significantly increased costs to the Contractor. Escalated issues, which cannot be resolved through the BCC, will be noted by the BCC representative and the BCC representative will consult with a Board appointed liaison to resolve the issue.

l) The Contractor shall provide online open enrollment for all employees each calendar year. Open enrollment will not last more than 60 calendar days. During open enrollment, the Contractor must publish a schedule, accessible via an internet connection, and visit all Board owned property sites for a minimum of 4 hours. These site visits must be announced in advance and the Contractor shall make every reasonable effort to ensure all employees have an opportunity to speak with the Contractor’s benefits representative or are referred to
the BCC. The BCC shall provide assistance to Board employees during open enrollment and shall accept enrollments via recorded telephone or postal mail for employees who may be unable to use a computer, except where expressly prohibited by the insurance carrier. The Contractor shall assist the Board with the disbursement of open enrollment materials during site visits.

m) The Contractor shall provide a means for Board employees to initiate retirement benefit and insurance transactions online and such transactions be routed electronically for action by vendors or the Board, including but not limited to Salary Reduction Agreements and employee personal information changes or beneficiary changes. The Contractor shall provide oversight ensuring regulatory compliance and that requested transactions are processed in an expeditious manner as agreed upon through the Contractor’s SLA with the Board.

n) The Contractor shall provide a means for the Board to electronically reconcile invoices and cross-reference employee benefit elections to payroll deduction records.

o) The Contractor shall prepare and release Request for Proposals to insurance and retirement providers that provide online access/information including transactions, contributions, and balances for account holders. The Contractor shall identify vendors that provide online access and enrollment.

p) The Contractor shall analyze insurance proposals and present the results of such analysis to the Board appointed liaison.

q) The Contractor shall negotiate benefit renewals on behalf of the Board, including meeting directly with insurance and retirement company representatives, but may not commit the Board to any specific agreement without the express written consent of the Board.

r) The Contractor shall analyze claim experience/financial development for insurance and retirement plans.

s) The Contractor shall prepare reports, analyzing cost structures and make recommendations regarding changes, modifications and/or benefit enhancements. The Contractor may make recommendations regarding various benefit and insurance plans, insurance carriers, administrators and benefit service providers.

t) The Contractor shall coordinate benefits and wellness communication materials for employees throughout the agreement period.

u) The Contractor shall coordinate with the Board any cost-saving Wellness programs that compliment Coordinated School Health and the Board’s Wellness Committee activities.

v) The Contractor shall review contracts with providers for accuracy in rates, benefits, eligibility, and coverage definitions.

w) The Contractor shall assist with claims and billing issues as requested.

x) The Contractor shall manage the implementation/transitional of carriers with assistance from the Board appointed liaison.

y) The Contractor shall alert the Board of legislative mandates related to benefit administration and assist with compliance.

z) The Contractor shall provide a hyperlink inside their solution that permits employees to access an “employee discounts” webpage sponsored through a different vendor.

aa) The Contractor shall provide a “Total Rewards” webpage that illustrates employees’ personalized total compensation information and promotes employees’ understanding the full value of their employment relationship, from pay and benefits to financial security.

bb) The Contractor shall provide delivery of online training to Board employees via the Contractor’s proposed solution. Training content shall be uploaded by the Board for delivery through the Contractor’s proposed solution. Additionally, the Contractor shall provide the Board access to dashboards/reports that track employee participation/completion of training at the employee level, location level, and district level.

c) The Contractor shall provide video conferencing services enabling the Director of Schools, members of the School Board, Principals, and senior Central Office staff to engage in group (multi-party) conferences. The Contractor shall provide the technology services necessary to engage this service, including but not limited to, software, servers, switches, routers, or other necessary hardware. The Board shall furnish web cameras only.
dd) The Contractor shall assume full responsibility for ensuring compatibility and integration of employee data between the Contractor’s solution and the Board’s financial/HR management database, Zortec by Local Government Corporation. The Board will take actions necessary to provide data files at periodic intervals agreed upon in the SLA; however, the structuring of the data files and/or establishment of data formats will be a matter to be resolved between the Contractor and Local Government Corporation. The bidder will be solely responsible for ensuring data integration in performance of any contract pursuant to this RFP. The Board will not pay any fees or expenses needed to support data integration. Furthermore, if the Board should change its Information Technology (IT) architecture or change its financial management/HR software provider, the Board will assist the Contractor in facilitating discussions with any new software provider and the Board will take actions necessary to provide data files at periodic intervals agreed upon in the SLA; however, the structuring of the data files, establishment of data formats and data integration will be a matter to be resolved between the Contractor and the new software provider.

ee) The Contractor shall be solely responsible for ensuring data migration/exchange from the Board’s current TPA, Mid-America, and ensuring proper transition of TPA services. The Board will not pay any fees or expenses needed to support such data migration or transition.

ff) The Contractor shall provide certification and a guarantee that the Board will own the data collected in the performance of any contract pursuant to this RFP and that all data collected and transactions processed will be provided to the Board quarterly, annually and at the end of any contract or severance of any agreement between the Contractor and the Board. The data shall be provided in an unencrypted format capable of long-term storage and conversion into a format usable by the Board and other vendors. The Contractor shall accommodate TPA tax reporting for Board Employees up to one year after the conclusion or severance of this Contract between the Contractor and the Board.

A.3. **Training**

The Contractor shall provide:

a) Initial on-site training of the Contractor’s solution for benefits administrator(s) at the Board’s Central Office;

b) A user’s guide for benefits administrator(s) at the Board’s Central Office in electronic “PDF” format accessible through a standard internet connection;

c) A designated person to serve as a liaison to the Board’s Central Office benefits administrators.

A.4. **Technical Support**

The Contractor shall provide technical support to benefits administrators of the Board for the proposed solution, including telephone support and online support Monday through Friday 8:00 a.m. – 4:00 p.m. central time zone.

B. **CONTRACT PERIOD:**

B.1. **Contract Period.** This Contract shall be effective for the period beginning May 1, 2012, and ending on April 31, 2017. The Contractor hereby acknowledges and affirms that the Board shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period, unless terminated earlier in accordance with the provisions specified in the Board’s Standard Agreement.

B.2. **Term Extension.** The Board reserves the right, at its sole option, to extend/renew the Contract up to a maximum of three (3) additional one-year terms extending through April 31, 2020, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of a contract amendment. No agreement with the Board shall be in
effect until a contract amendment has been approved by the Director of Schools and has been signed by both parties.

C. PAYMENT, FEES AND EXPENSES TERMS AND CONDITIONS:

C.1. The Contractor’s only source of income, revenue, payment or compensation earned or received by the Contractor in connection to this Contract shall be commissions paid by insurance carriers.

C.2. The Contractor shall assume all fees and expenses incurred in connection with performance of this Contract.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The Board is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations.

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional Board officials.

D.3. Termination for Convenience. The Board may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the Board. The Board shall give the Contractor at least thirty (30) days written notice before the effective termination date. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the Board shall have the right to immediately terminate the Contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Board. If such subcontracts are approved by the Board, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract shall be paid directly or indirectly to an employee or official of the Sumner County Board of Education as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the Board or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the Board.
D.7. **Nondiscrimination.** The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, state, constitutional or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. **Prohibition of Illegal Immigrants.** The use of illegal immigrants in the performance of any Contract to supply goods or services to the Board shall be a material provision of this Contract, a breach of which shall be grounds for criminal and/or civil penalties, up to and including termination of this Contract.

a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the Board a completed and signed copy of the document Attachment A, hereto, and at each contract amendment/renewal. Such attestations shall be maintained by the Contractor and made available to Board officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to Board officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the Board.

d. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

D.9. **Records.** The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the contract termination. Any financial statements shall be prepared in accordance with generally accepted accounting principles.

D.10. **Strict Performance.** Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.11. **Independent Contractor.** The parties hereto, in the performance of this Contract, shall not act as employees, partners, in joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other
transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the Board, agrees to carry adequate liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor’s employees, and to pay all applicable taxes incident to this Contract.

D.12. **Board Liability.** The Board shall have no liability except as specifically provided in this Contract.

D.13. **Waiver of Damages; Indemnity.** The Contractor hereby waives and releases the Board from any claims the Contractor may have at any time arising out of or relating in any way to this Contract, except to the extent caused by the Board’s willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the Board be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the Board has been advised in advance of the possibility of such damages. This shall constitute the Board’s sole liability to the Contractor and the Contractor’s exclusive remedies against the Board. Except for the sole negligence or willful misconduct of the Board the Contractor shall indemnify, hold harmless and defend the Board, its officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from this Contract.

D.14. **Insurance.** Without limiting the Contractor's indemnification of the Board and as a material condition of this Agreement, the Contractor shall procure and maintain at its sole expense, for the duration of this Contract and any amendments/renewals, insurance coverage with limits, terms and conditions at least as broad as set forth in this section. The Contractor shall secure and maintain, at a minimum, insurance as set forth below, with insurance companies acceptable to the Board to protect the Board from claims which may arise from operations under this Contract, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them. As a material condition of this agreement, the Contractor shall furnish to the Board certificates of such insurance and endorsements, which shall include a provision for a minimum thirty-day notice to the Board prior to cancellation of or a material change in coverage.

The Contractor shall provide the following insurance:

a) Commercial General Liability Insurance, "occurrence" form only, to provide defense and indemnity coverage to the Contractor and the Board for bodily injury and property damage. Such insurance shall name the Board as an additional named insured and shall have a combined single limit of not less than one million dollars ($1,000,000) per occurrence. The policy so secured and maintained shall include personal injury, contractual or assumed liability insurance; independent contractors; premises and operations; products liability and completed operation; broad form property damage; broad form liability; and owned, hired and non-owned automobile insurance. The policy shall be endorsed to provide specifically that any insurance carried by the Board which may be applicable to any claim or loss shall be deemed excess and non-contributory, and the Contractor's insurance primary, despite any provisions in the Contractor's policy to the contrary.

b) Professional Errors and Omissions insurance in an amount not less than one million dollars ($1,000,000) per incident.

Failure to maintain the insurance and furnish the required documents may terminate this Agreement without waiver of any other remedy the District may have under law.
D.15. **Assignment.** This contract agreement may not be assigned or otherwise transferred, in whole or in part, by either the District or the Contractor without prior written consent of the other.

D.16. **Force Majeure.** The obligations of the parties to this Contract are subject to prevention by causes beyond the parties’ control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.17. **State and Federal Compliance.** The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.18. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract.

D.19. **Completeness.** This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.20. **Severability.** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.21. **Headings.** Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. **SPECIAL TERMS AND CONDITIONS:**

E.1. **Confidentiality of Records.** Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law, including HIPPA Hip-ho requirements. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the Board or acquired by the Contractor on behalf of the Board shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, Board policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, Board policy, and ethical standards.

The Contractor’s obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor’s knowledge, is free to disclose the information; or, disclosed by the Board to others without restrictions against disclosure. Nothing in this paragraph shall permit the Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the Board or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.
E.2. **Incorporation of Additional Documents.** Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor’s duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.

a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
b. any clarifications of or addenda to the Contractor’s proposal seeking this Contract;
c. the Board solicitation, as may be amended, requesting proposals in competition for this Contract;
d. any technical specifications provided to proposers during the procurement process to award this Contract;
e. the Contractor’s proposal seeking this Contract.

E.3. **Prohibited Advertising.** The Contractor shall not refer to this Contract or the Contractor’s relationship with the Board hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.

E.4. **Debarment and Suspension.** The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the Board if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.5. **Contractor Commitment to Diversity.** The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor’s proposal responding to RFP#2012-HR-01 (Attachment 6.2, Section B, Item Reference B.15.) and resulting in this Contract.
E.6. Disclosure of Personal Identity Information. The Contractor shall report to the Board any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the Board, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME: [[NAME HERE]]

__________________________  ______________________
CONTRACTOR SIGNATURE      DATE

__________________________  ______________________
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

SUMNER COUNTY BOARD OF EDUCATION

__________________________  ______________________
Del R. Phillips, III, Director of Schools - SIGNATURE      DATE
ATTESTATION REGARDING PERSONNEL
USED IN CONTRACT PERFORMANCE

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The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual’s authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION