REQUEST FOR PROPOSAL

Please submit proposals on the item(s) listed below. The right is reserved to reject any or all Proposals. If substitutions are offered, give full particulars. The Proposal must be submitted no later than 17TH OF APRIL @ 2:00 PM, CT 2017

The Shelby County Board of Education reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any informalities and/or technicalities that are deemed to be in the best interest of the Shelby County Board of Education. Successful Respondents shall be paid only when delivery is complete. *For the appropriate purchases, all material data safety data sheets (MSDS) must accompany all shipments covered under Tennessee Hazardous Chemical Right to Know Law- Tennessee Public Chapter #417- House Bill #731.

PROPOSAL FOR HEALTH CARE CONSULTANT RFP

The Shelby County Board of Education (“SCBE”) invites the submission of proposals from interested and qualified professionals to work as consultants for its employee health and welfare benefits programs.

Proposals MUST be received by Shelby County Schools (“SCS” or “District) by the due date and time set forth above.

Questions regarding general submission of Proposals may be directed to SCS via telephone at (901) 416-5376.

Questions or requests for clarification of technical issues and terms pertaining to this RFP must be submitted in writing via e-mail to lawshej@scsk12.org, and received by SCBE no later than 2:00PM/CT on April 04, 2017.

ISSUED BY: Jonathan Lawshe RFP# 03202017

We propose to furnish the item(s) and/or services outlined in the proposal at prices quoted and guarantee safe delivery F.O.B. delivered and as specified. Proposals are submitted with a declaration that no Shelby County Board of Education Member or employee has a financial or beneficial interest in this transaction.

INVOICES WILL BE PAID ACCORDING TO Negotiated TERMS

TIME REQUIRED FOR DELIVERY ___________ DAYS

NAME OF FIRM

PHONE ___________ FAX #

ADDRESS

E-MAIL ADDRESS

CITY STATE ZIP CODE

PRINT AND SIGN AUTHORIZED REPRESENTATIVE NAME

CHECK HERE IF YOU ARE A MINORITY VENDOR

“Shelby County Board of Education does not discriminate in its programs or employment on the basis of race, color, religion, national origin, handicap/disability, sex or age.”
REQUEST FOR PROPOSAL

SUBJECT: Health Care Consultant RFP

DATE: March 24, 2017

PROPOSAL DUE DATE: April 17, 2017
PROPOSAL DUE TIME: 2:00 P.M.

The Shelby County Board of Education (“SCBE”) invites the submission of Proposals for the provision of services related to providing external consulting services for SCBE’s employee health and welfare benefits programs in accordance with the specifications enclosed herewith.

Proposals MUST be received by SCBE by the due date and time set forth above. Questions regarding general submission of Proposals may be directed to SCS via telephone at (901) 416-5376.

Questions or requests for clarification of technical issues and terms pertaining to this RFP must be submitted in writing via e-mail to lawshej@scsk12.org and must be received by SCBE no later than 2:00PM/CT on April 04, 2017. Subject line of email shall read “Health Care Consultant RFP”. Questions must include a return e-mail address and specifically reference the section of the RFP to which the question pertains. All questions must be submitted in writing. IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. All questions and answers will be posted on Procurement’s website at the end of the business day on April 10, 2017. These guidelines for communication have been established to ensure a fair and equitable evaluation process for all Respondents. Any attempt to bypass the above lines of communication may be perceived as establishing an unfair or biased process and will lead to disqualification.

Sincerely,

Jonathan Lawshe, Interim Director
Department of Procurement Services
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SECTION A - ANNOUNCEMENT
ANNOUNCEMENT
Request for Proposals,
HEALTH CARE CONSULTANT RFP

With this request for proposal (this “RFP”), the Shelby County Board of Education (“SCBE”) hereby solicits submissions of written proposals (“Proposals”), from qualified companies (“Respondents”) to provide for SCBE the services described herein, all in accordance with the terms and conditions detailed herein. In particular, the services sought by SCBE will require the Respondent to:

Perform a wide range of responsibilities including ongoing healthcare and welfare advice on the operation of the SCBE’s benefits programs.

If required in the RFP, the respondents are to provide a copy of current licenses and proof of insurance with each proposal.

Shelby County Board of Education reserves the right to reject or accept any or all Proposals submitted. Shelby County Board of Education shall have the right to consider factors other than the proposal response in awarding a contract. Shelby County Board of Education reserves at its sole discretion, the right to award this contract as deemed to be in the best interests of SCBE.

(All of such services are referred to herein as the “Services”). More information about the requirements pertaining to the Services is set forth in Section B of this RFP.

Piggy Back Clause

Shelby County Board of Education reserves the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from this RFP. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods. Proposer agrees that the Shelby County Board of Education shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

About SCBE

On July 1, 2013, Shelby County Board of Education (SCBE) merged with Memphis City Schools to become one of the largest school districts in the country. During the 2013-14 school year, SCBE educated more than 140,000 students in over 270 locations. This included all public schools (traditional, specialty and charter schools authorized by the District) in Shelby County, located within the corporate limits of the city of Memphis, as well as in the six incorporated towns of Arlington, Bartlett, Collierville, Germantown, Lakeland ad Millington.

For the 2014-15 school year, approximately 33 schools joined one of six new municipal school districts in Shelby County reducing the student enrollment to approximately 117,269 students in grades kindergarten through grade 12. For the 2016-17 school year, the District projects an enrollment of 111,087 students. The District is comprised of 225 schools, which includes traditional schools, charter schools, career and technology centers, special education centers and alternative schools.

Background

The current benefits programs are offered to approximately 11,500 active full time employees and 8,000 retirees. Programs available to eligible employees include self-insured plans through Cigna (three (3) group medical plan, Three(3) group dental plan, one (1)group vision plan), basic and supplemental life insurance, a Tennessee Consolidated Retirement Plan, a 401K and 403B Deferred Compensation Plan, Paid Personal/Sick Leave, Employee Assistance Program (EAP), Health and Dependent Care Flexible Spending Accounts, Long-Term Disability, Wellness Program (discounted gym), two free on-site clinics and free annual on-site flu shots. The SCBE benefit plan year runs from January 1 to December 31. The Benefits Office oversees all benefits programs. SCBE administers a health insurance program for the benefit of its active employees, retirees, and their families. The SCBE is health insurance plans are self-insured for active and Pre 65
retirees and Fully insured for Post 65 retirees. Claims are paid by CIGNA. SCBE offers Open Access Plans & HRA to actives and Pre-65 retirees. Current enrollment is approximately 9,058 active employees and pre 65 retirees. For retirees 65 and over, SCBE offers an insured Medicare Surround Supplement Plan and Medicare Advantage Replacement plan with Plan D drug coverage. Current enrollment is approximately 5,000. SCBE pays 66% toward the cost of health insurances for actives, 50% toward the cost of Pre 65 retirees and Post 65 retiree Medicare Surround Supplement plan and 70% toward the cost of Post 65 retiree Medicare Advantage Replacement plan.

Submission of Proposals

Proposals will be accepted until 2:00 P.M. on April 17, 2017. PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED. One (1) original, one (1) CD/ USB (with Proposal formatted into a single pdf file), and twelve (12) copies of your Proposal must be submitted. SCBE expects to award a contract to the successful Respondent not later than May 2017. SCBE RESERVES THE RIGHT TO CONTRACT IN THE BEST INTEREST OF SCBE, AND TO REJECT ANY AND ALL PROPOSALS AT ANY TIME PRIOR TO AWARD.

Proposals must be sealed in a container marked on the lower left-hand corner with the name and address of the Respondent. SCBE will date stamp the container with the submission date and the submission time. In addition, the sealed container in which the Proposal is submitted should be labeled “HEALTH CARE CONSULTANT RFP”. FAXED RESPONSES WILL NOT BE ACCEPTED. Further instructions for submitting Proposals may be obtained from:

DEPARTMENT OF PROCUREMENT SERVICES
SHELBY COUNTY BOARD OF EDUCATION
160 SOUTH HOLLYWOOD STREET, ROOM 126
MEMPHIS, TENNESSEE 38112

All completed Proposals and accessory documents should be mailed or delivered to:

JONATHAN LAWSHE
DEPARTMENT OF PROCUREMENT SERVICES
SHELBY COUNTY BOARD OF EDUCATION
160 SOUTH HOLLYWOOD STREET, ROOM 126
MEMPHIS, TENNESSEE 38112

Inquiries for information regarding procurement procedures, proposal submission requirements or other administrative concerns may be directed to the Department of Procurement Services at (901) 416-5376.

Thank you for your participation.

Jonathan Lawshe
Department of Procurement Services
SECTION B - SCOPE OF SERVICES
SCOPE OF SERVICES
HEALTH CARE CONSULTANT RFP

1.0 THE SERVICES.

1.1 The Services. SCBE hereby solicits submissions of written Proposals, from qualified Respondents to provide for SCBE the services described herein, all in accordance with the terms and conditions detailed herein. In particular, the services sought by SCBE will require the Respondent to provide services related to:

- Providing SCBE guidance and consultation in the selection and administration of programs and benefits related to the SCBE’s healthcare and welfare programs. The consultant will work closely with the SCBE’s Human Resource personnel in the performance of services in a manner that is cost effective and practical. The firm will be required to perform a wide range of responsibilities including ongoing healthcare and welfare advice on the operation of the SCBE’s benefits programs. Other significant responsibilities would include, but are not limited to:

1. Provide a high level of proactivity developing strategies, design, support and management of all benefit programs by anticipating current and future District needs and offering solutions to these existing and future needs.

2. Provide and/or act as an overall subject matter expertise for: Financial, Actuarial & Data Analytics

3. Review and analyze claims experience, claim service, and claim administration to ensure maximum benefit to Shelby County Board of Education.

4. Assist in the preparation and evaluation of bids and bidders, including administration, coverage, claim payment procedures, customer service, networks, reserve establishment policies and financial solvency. In addition, assists the District in achieving best pricing and terms available.

5. Provide Shelby County Board of Education with in-depth analysis of proposed alternatives and assist with the process of selecting the most favorable annual renewal options.

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

7. Meet with and provide reports and presentations to various Shelby County Board of Education representatives, including Senior Executives if requested.

8. Assist Shelby County Board of Education with the implementation and communication of new programs or changes to existing programs, which may include attending and presenting information at Open Enrollment meetings when requested.

9. Work closely with the benefits team to develop and execute the benefits communication strategy.

10. Partner with Shelby County Board of Education to effectively performance manage the vendors that provide insurance or related services to Shelby County Board of Education.

11. Act as subject matter expert for ongoing issues such as discrimination testing, Section 125, COBRA, HIPAA, Medicare, FMLA, etc. Provide overall guidance to Shelby County Board of Education in the areas of Health and Welfare regulatory compliance which includes plan documents and SPD review.

12. Research and report any new developments in the employee benefits arena on an ongoing basis.

13. Recommend innovative ideas and new products, programs and services to ensure a competitive, valued and cost effective benefits program.
MINIMUM REQUIREMENTS

ALL Proposers must:

1. Have a minimum of 10 years of experience in employee health and welfare consulting, particularly with respect to a large employer operated health plan ($150,000,000). Preferably large School Districts experience or Public Sector.
2. Have sufficient, competent and skilled staff, with experience in performing the services.
3. Have all appropriate licenses and certifications required in the State of TN to perform the services and procure all permits, pay all charges, taxes and fees
4. Provide proof of the minimum insurance requirements (MANDATORY, please review closely.
5. Possess sufficient experience in drafting proposals
6. Have a web enable application database for proposal analysis and evaluation.

2.0 JOINT VENTURES. Respondents are encouraged to enter into joint ventures for the purposes of responding to this RFP and providing the Services. The Respondent is encouraged to enter into Joint Ventures with Local Business, Minority Owned Businesses, Women Owned Businesses, any other businesses that would be classified as Disadvantaged Businesses.

3.0 DURATION OF THE AGREEMENT. The term of the Agreement shall commence on the date that the Agreement is executed by all parties thereto. Thereafter, unless earlier terminated, the term of the Agreement shall continue for an initial term of three (3) years. The Agreement shall reserve for SCBE the unilateral option of extending the term of the Agreement for two (2) additional terms of one (1) year(s) each, provided that the maximum duration of the Agreement shall not exceed five (5) years. The Agreement shall also contain a provision granting to SCBE the right to terminate the Agreement, with or without cause, upon thirty (30) days’ notice. (Hereinafter, the period from the time of commencement of the term of the Agreement until the time of expiration of the term of the Agreement shall be referred to as the “Agreement Term”).

4.0 FORMAT OF PROPOSAL. The Proposal submitted by the Respondent must contain the following information, which information collectively constitutes the Proposal.

4.1 Description of the Services. The Proposal must contain a thorough description of the Services being offered in response to this RFP. The Proposal must show that the Services being provided, at a minimum, meet the specifications set forth in this RFP. All requests included in this RFP for information regarding the Services must be included in this part of the Proposal, including but not necessarily limited to the following:

4.1.1 Cover Letter Referencing the RFP;
4.1.2 Table of Contents;
4.1.3 Company’s Background
4.1.4 Company’s Mission Statement and Customer Focus
4.1.5 A description of any additional services the Respondent believes are necessary to fully provide the Services or which the Respondent believes would be beneficial to SCBE within the context of the Services requested in this RFP; and
4.1.6 Any other relevant information about the proposed Services deemed to be material.

4.2 Description of the Respondent. The Proposal must contain a thorough description of the background of the Respondent and sufficient evidence showing that the Respondent is capable of providing the Services. All requests included in this RFP for information describing the Respondent should be included in this part of the Proposal, including but not necessarily limited to the following:
4.2.1 A brief description of the history and mission of the Respondent, including the Respondent’s background and mission statement, the length of time the Respondent has been in business, a description of the Respondent’s organizational structure and a description of the Respondent’s customer make-up;

4.2.1 Disclosure of the Respondent’s Dunn and Bradstreet number;

4.2.2 References of the Respondent, including at least five (5) other non SCBE clients for whom the Respondent has provided services similar to the Services (with preference given to clients comparable to SCBE) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number;

4.2.4 Disclosure of the volume of sales the Respondent has had in each of its past two fiscal years;

4.2.5 Resumes of the Respondent’s employees who will be assigned to provide Services on this project;

4.2.6 A description of any other resources available to the Respondent that will be useful in providing the Services;

4.2.7 A description of the business design of the Respondent, including the number and locations of facilities and offices of the Respondent and specification of the location of the home office of the Respondent;

4.2.8 A description of the methods used by the Respondent to measure the satisfaction of its clients;

4.2.9 Any other relevant information about the capabilities of the Respondent deemed to be material.

4.2.10 Describe the Respondent’s involvement, within the last five (5) years, in any lawsuits or litigation relating to the services the Respondent is proposing to provide to SCBE.

4.3 Experience of the Respondent. This section must be descriptive of how the Respondent will be evaluated based upon scorecard. Be sure to include any certification or other required experience in this section.

A sufficient description of the experience and knowledge base of the Respondent to show the Respondent’s capabilities should be included in the Proposal. At a minimum, the description of the experience and knowledge base of the Respondent included in the Proposal should include, but not necessarily be limited to, the following:

4.3.1 A statement of how long the Respondent has provided services similar to the Services requested herein;

4.3.2 A general description of the Respondent’s experience and background in providing services similar to the Services requested herein;

4.3.3 Any other relevant information about the experience and knowledge base of the Respondent, which is deemed to be material.

4.3.4 A statement regarding previous experience, if any, in providing “Services” to SCBE.

4.4 Sample Contract. A sample agreement, substantively similar to the agreement the Respondent proposes to use if awarded the final contract, must be included in a Proposal with cost totaling $100,000 or more. Award recommendations totaling $100,000 or more shall be made contingent upon: a) the successful negotiation of a contract within 30 days of the notification of the award recommendation, and b) approval of the contract by the Shelby County Board of Education.

4.5 SCBE Contract Form. For all contracts totaling less than $100,000, a form contract contained in Section F of this RFP, entitled “Forms and Documents”, must be signed and included in the Proposal along with any additional documentation required or permitted thereby.
4.6 **Pricing Schedule.** The pricing schedule contained in Section E of this RFP, entitled “Pricing Schedule”, if any, must be completed and included in the Proposal along with any additional documentation required or permitted thereby.

5.0 **COMPENSATION.** The successful respondent will be compensated upon the completion of the project’s objectives and upon meeting or exceeding the District’s Scope of Services requirements. To the extent the provisions of this paragraph contradict any provision regarding compensation set forth in Section C of this RFP, the provisions set forth in this paragraph shall govern.

6.0 **BONDING REQUIREMENTS.** The successful contractor shall be required under the Contract to comply with the bonding requirements listed below, if any.

7.0 **QUESTIONS REGARDING THIS RFP.** Questions or requests for clarification of technical issues and terms pertaining to this RFP must be submitted in writing via e-mail to lawshej@scsk12.org, and must be received by SCBE no later than 2:00PM/CT on April 04, 2017. Subject line of email shall read “Health Care Consultant RFP”. Questions must include a return e-mail address and specifically reference the section of the RFP to which the question pertains. All questions must be submitted in writing. IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. All questions and answers will be posted on the Procurement’s website at the end of the business day on April 10, 2017. These guidelines for communication have been established to ensure a fair and equitable evaluation process for all Respondents. Any attempt to bypass the above lines of communication may be perceived as establishing an unfair or biased process and will lead to disqualification.
SECTION C - INSTRUCTIONS TO RESPONDENTS
INSTRUCTIONS TO RESPONDENTS
HEALTH CARE CONSULTANT RFP

1.0 PURPOSE. Shelby County Board of Education ("SCBE") hereby solicits submission of written proposals ("Proposals"), from qualified companies (the "Respondents") capable of providing the scope of products or services described in Section B hereof (the "Services"). These instructions provide detailed legal and technical requirements for the acquisition of the Services. This Request for Proposal (this "RFP") will become part of any final contract entered between SCBE and the Respondent for the provision of the Services.

2.0 PERIOD OF CONTRACT PERFORMANCE. The period of performance for the Services to be provided to SCBE by the Respondent as a result of this RFP and any resulting contract or agreement shall be as agreed and/or negotiated. It is the intent of SCBE to award a contract, or agreement, for the term, or duration, defined in Section B of this RFP. The contract or agreement resulting from this RFP shall also contain a provision granting to SCBE the right to terminate the Agreement, with or without cause, upon thirty (30) days' notice.

3.0 PRE-PROPOSAL CONFERENCE. Pre-proposal conference if required, will be outlined in Section A (Announcement) for date and time.

4.0 MINIMUM STANDARDS. The successful contractor shall be capable of providing the Services in accordance with the minimum standards, specifications and performance requirements, as well as in accordance with all of the terms and conditions, stated in this RFP. The standards, specifications, performance requirements, terms and conditions set forth in this RFP reflect the primary considerations of SCBE concerning the minimum services and capabilities expected, but may not necessarily reflect all the services and capabilities required. Additional standards, specifications, performance requirements, terms and conditions may be set forth in the final contract. In this regard, the successful contractor shall furnish all management and resources (including but not limited to personnel, technical support, computerized and other systems support, equipment, materials and miscellaneous supplies) necessary to provide the Services in a thorough, comprehensive, timely, efficient and effective manner.

5.0 SPECIFICATIONS. The Respondent, if and when it is awarded a contract, shall provide all the Services described in Section B of this RFP, entitled “Scope of Services”.

6.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS.

6.1 General Requirements. In order to be considered for selection, successful Respondents must submit a complete response to this RFP. One (1) original, one (1) CD/USB (with Proposal formatted into a single pdf file) and fifteen (15) copies of each Proposal, including all attachments, forms and other related documents, must be submitted to SCBE at the place and in the manner indicated below. No other distribution of the Proposal shall be made by the Respondent. Proposals submitted by telegraphic or facsimile will not be considered.

6.1.1 Signatures; Completeness. Proposals shall be manually signed by an authorized representative of the Respondent. The printed name and title of the person signing the Proposal must appear on the signature page of the Proposal. Proposals must concisely set forth all of the information requested by this RFP in a full, accurate and complete manner, including all required attachments. If any required information is not contained in the Proposal, the Proposal will be considered non-responsive and, consequently, will not be considered.

6.1.2 Simplicity. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent’s capability of satisfying the requirements of this RFP. Emphasis should be on completeness and clarity of content. Responses should focus on efficient and cost effective systems, which ensure cost management, timely services and minimized paperwork.

6.1.3 Binding. All documentation submitted with the Proposal should be contained in that single volume.

6.2 Place and Time for Submission. Proposals will be received by SCBE at its Procurement Services office located at
160 South Hollywood Street, Room 126, Memphis, Tennessee 38112, until 2:00 P.M. LOCAL TIME ON APRIL 10, 2017 (THE “SUBMISSION DEADLINE”). PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE REJECTED AND WILL BE RETURNED TO THE RESPONDENT UNOPENED.

6.2.1 Delivery. All Proposals shall be deemed received when delivered to the above address. Each Respondent is solely responsible for ensuring that its Proposal is timely delivered. Any Respondent who relies on overnight delivery services, the United States mail, private mail services, local couriers or any other delivery service remains solely responsible for the timely delivery of its Proposal and assumes all risk of late delivery, mis-delivery and non-delivery. Respondents may verify delivery of Proposals by contacting SCBE at (901) 416-5376.

6.2.2 Receipt by SCBE; Markings. Upon receipt, all Proposals will be date-stamped, time-stamped, logged and deposited by SCBE staff. Respondents are reminded that all Proposals must be securely sealed and clearly marked.

6.3 Pricing. Pricing information shall be provided on the pricing schedule form attached to this RFP. In determining its pricing proposal, the Respondent should take into account the following considerations.

6.3.1 Tax Exemption. SCBE is a tax-exempt entity and, as such, is exempt from the payment of taxes, including but not limited to sales and use taxes, federal excise taxes and federal high use taxes.

6.3.2 Extra Charges. Unless agreed by the parties in writing, charges in excess of the amounts agreed upon in the final contract shall not be allowed.

6.4 Forms. Along with the Proposal, the Respondent will provide signed copies of all forms required by this RFP to be submitted. Information required by any forms must be submitted on the forms furnished. If erasures or other changes appear on the forms, such erasures or changes shall be initialed by the person(s) signing the form and the Proposal.

6.5 Identity of the Respondent. The Proposal must reveal the full name and business address of the Respondent. SCBE will enter an agreement only with the person or entity named as the Respondent in the Proposal of the successful contractor.

6.6 Modifications Following Submission. Modifications of Proposals following submission will be allowed, provided the modification is received by the SCBE at the place designated for submission of Proposals prior to the Submission Deadline.

6.7 Duration of Validity. Proposals shall be valid for a minimum period of six (6) months subsequent to the Submission Deadline. Proposals expiring less than six (6) months from Submission Deadline will be considered non-responsive and, consequently, will not be considered.

7.0 CHANGES TO THE SPECIFICATIONS. Any modification, amendment or other change to this RFP will be made by SCBE via written addendum and will be forwarded to all persons and firms to whom the RFP has been transmitted. Any unapproved deviation, exception, substitute, alternate or conditional qualification contained in a Proposal may be cause for rejection of the Proposal.

8.0 EVALUATION PROCESS.

8.1 Evaluation Committee. SCBE will appoint an evaluation committee, consisting of representatives of SCBE, to evaluate submitted Proposals and recommend a Respondent for a final contract with SCBE for provision of the Services. The committee will apply the evaluation criteria set forth in this RFP, or in any addenda hereto that may be issued by SCBE, in order to identify a Respondent for a final contract. An evaluation criterion is deemed to include any unstated, “sub criterion” that logically might be included within the scope of the stated criterion.

8.2 Evaluation. The evaluation committee shall consider a number of criteria in determining with which Respondent and SCBE will enter a final contract. SCBE reserves the right to negotiate fees and other terms with the selected Respondent and, if no agreement is reached, including desired fees and terms, the right to select and negotiate with another Respondent. SCBE may request additional information from any Respondent at any time after the Submission Deadline. However, unsolicited information may not be accepted from any Respondent after the Submission Deadline. SCBE will assume
that all Proposals are complete as received.

8.2.1 **Evaluation Criteria.** Finalists’ Proposals shall be evaluated based upon the following criteria:

- **8.2.1.1** The extent to which the Services offered in response to this RFP meet or exceed the minimum specifications required of the Services;

- **8.2.1.2** The ability of the Respondent to provide the Services requested or offered;

- **8.2.1.3** The quality of the Services being offered by the Respondent;

- **8.2.1.4** The price for which the Services are offered; and

- **8.2.1.5** Any and all other factors the evaluation committee deems reasonably applicable.

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8.3 Oral Presentation. SCBE reserves the right to interview, or require an oral presentation from, any Respondent for clarification of information set forth in the Respondent’s Proposal. In this regard, at the discretion of the evaluation committee, some or all Respondents who submit an Proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Respondent. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Respondent to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Procurement Director of SCBE. Interviews and oral presentations are strictly an option of SCBE or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Respondent.

8.4 Qualifications of the Respondent. SCBE may make such reasonable investigations as deemed proper and necessary to determine the ability of the Respondent to provide the Services. The Respondent shall furnish to SCBE all such information and data as may be requested for this purpose. SCBE further reserves the right to reject any Proposal if the evidence submitted by, or investigation of, the Respondent fails to satisfy SCBE that the Respondent is properly qualified to carry out the obligations required in this RFP, the final contract and to provide the Services contemplated therein.

8.5 Inspections. SCBE reserves the right, at reasonable times, to inspect the part of the plant or place of business of the Respondent or any subcontractor thereof which is related to the performance of any contract awarded or proposed to be awarded by SCBE. SCBE further reserves the right, at reasonable times and places, to audit the books and records of any Respondent who has submitted a Proposal to the extent that such books and records relate to cost or pricing data contained in the Proposal.

9.0 AWARD OF CONTRACT. The final contract for provision of the Services will ultimately be awarded to the Respondent deemed by SCBE in its sole discretion to be the most responsive and responsible Respondent. In determining which Respondent is the most responsive and responsible Respondent, SCBE will consider which Respondent is fully qualified and best suited, offers the best Services for the most reasonable price and is altogether most advantageous to SCBE among those submitting Proposals in response to this RFP, as determined based upon evaluation of the criteria set forth in this RFP and upon the results of negotiations. Terms of engagement will be negotiated with the selected Respondent, and the final contract will be awarded in the manner deemed by SCBE to be fair and most advantageous to the District.

9.1 Rejection of Proposal. SCBE reserves the right to reject any or all Proposals and to waive informalities and irregularities in any or all Proposals submitted. In this regard, SCBE, at its own discretion and at any time prior to award, may cancel this RFP or reject any Proposal, in whole or in part, and is not required to furnish a statement of the reason why a particular Proposal was rejected or was not deemed to be the most advantageous.

9.2 Negotiation and Approval of Contract. Should, at any time, SCBE determine in its sole discretion that only one Respondent is fully qualified or that one Respondent is clearly more qualified than the others under consideration, a proposed contract may be negotiated for award to that successful Respondent. SCBE shall have no obligation to include in any such proposed contract any part of any sample contract submitted by the Respondent. The proposed contract must be presented to the Board Members of the SCBE (the “Board”) for final approval of award. Provision of the Services may not commence until: (i) a contract between SCBE and the successful Respondent is properly negotiated, executed and entered; (ii) the contract is approved by the Board, as required; and (iii) SCBE issues to the successful Respondent a written notice to proceed. In the event that a contract is not successfully negotiated within 30 days of the notification of the recommendation of award, and/or if the contract is not approved by the Shelby County Board of Education for awards totaling $100,000 or more, the vendor may no longer be considered, and the district reserves the right to contact the Respondent with the next highest ranking or issue a new RFP.

9.3 Compensation. The successful respondent will be compensated upon the completion of the project’s objectives and have met or exceeded the District’s Scope of Services requirements. More specific guidance regarding compensation may be set forth in Section B of this RFP.

9.4 Price Adjustment. The price to SCBE, including fee, profit or any other portion of the compensation payable to the
Respondent, shall be adjusted to exclude any significant sums by which SCBE finds that the price was increased because the fees, costs or pricing data furnished by the Respondent were inaccurate, incomplete or not current as of the date of the contract.

9.5 Charges Not Required. The successful contractor and SCBE both shall agree that SCBE shall not be required to pay to the successful contractor any cost, fee or charge which is not specifically required to be paid by the contract.

9.6 Performance. SCBE and the successful contractor each shall agree to fully perform all of their respective obligations under the Agreement. However, failure of SCBE to perform such obligations shall not automatically relieve the successful contractor of its obligation to perform under the contract.

9.7 Protests. SCBE will consider all protests filed in a timely manner regarding the award of a contract, or the process of awarding a contract, in relation to this RFP, whether submitted before or after award. All protests are to be submitted in writing.

10.0 GENERAL TERMS AND CONDITIONS.

10.1 No Commitment. This RFP does not commit SCBE to award a contract, pay any costs incurred in the preparation of any Proposal submitted, procure or contract for Services from any Respondent or any other person. Accordingly, each Respondent shall be responsible for all costs incurred in the preparation and submission of its Proposal or in any part of its participation in the pre-award process.

10.2 Conditions and Assumptions. All Proposals and related documents submitted shall be based on the same conditions and assumptions that will underlie any prospective final contract between SCBE and the successful Respondent. Thus, in establishing the terms of any resulting contract, SCBE may assume the conditions and assumptions underlying the Proposal submitted by the successful Respondent are accurate.

10.3 Termination. Failure by the successful contractor to comply with the terms and conditions of this RFP or to deliver the Services identified in this RFP or the contract at the prices quoted shall void the contract award. In the case of the successful contractor’s failure to deliver the Services in accordance with the contract terms and conditions, SCBE, after due oral or written notice, may procure such Services from other sources and hold the successful contractor responsible for any resulting additional purchase and administrative costs. If termination is due to the successful contractor’s failure to comply with the terms and conditions of this RFP or failure to satisfactorily complete the Scope of Services, SCBE reserves the right to seek reimbursement of all or portions of payments made to the contractor.

SCBE reserves the unilateral right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever SCBE in its sole discretion determines that such a termination is in the best interest of SCBE. Any such termination shall be enacted by delivery to the successful contractor by certified mail, at least thirty (30) calendar days prior to the termination date, a notice of termination specifying the extent to which performance shall be terminated and the date upon which such termination shall become effective. After receipt of a notice of termination, the successful contractor must stop all work or deliveries under the contract on the effective date and to the extent specified in the notice of termination. However, any such contract termination notice shall not relieve the successful contractor of the obligation to deliver and perform on all outstanding orders issued prior to the effective date of termination. No payment shall be made for anticipated profit on unperformed services.

10.4 Ethics in Public Contracting. By submitting its Proposal, Respondent certifies that its Proposal is submitted without collusion or fraud, that it has not offered or received any kickback or inducement from any other Respondent, supplier, manufacturer, subcontractor, customer or other person in connection with its Proposal and that it has not conferred on any public employee or official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, employment, service or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

10.5 Prohibited Contact. Registered and non-registered lobbying of SCBE staff members or Board members with respect to a pending project or award is prohibited during the time period between the date the RFP is advertised and the date a final contract is awarded. ANY CONTACT BETWEEN SCBE STAFF MEMBERS OR BOARD MEMBERS AND ANY
10.6 Conflict of Interest. Respondent certifies that no SCBE Board member, staff member or any SCBE employee has a financial or beneficial interest in the Respondent.

10.7 Mandatory Use of Form and Modification of Terms and Conditions. Failure to submit a Proposal on any official form provided for that purpose may be cause for rejection of a Proposal. Return of the complete form is required. Modification of, or additions to, the general terms and conditions of this RFP may be cause for rejection of the Proposal. Notwithstanding, the SCBE Director of Purchasing reserves the right to decide, on a case by case basis, in his or her sole discretion, whether to reject such a Proposal.

10.8 Errors or Omissions. The Respondent shall not be allowed to take advantage of any errors or omissions in the specifications set forth in this RFP. Where errors or omissions occur in this RFP, the Respondent shall promptly notify the contact person listed in this RFP and report the identified error or omission. Inconsistencies in the specifications are to be reported before Proposals are submitted to SCBE.

10.9 Liability for Improper Date or Time Processing. By submitting a Proposal, the Respondent agrees that, if it becomes the successful contractor, the Respondent will indemnify and hold harmless SCBE and the officers, employees, Board members and agents of SCBE against any claim of, or liability for, breach of any contract related to the Services that is caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

10.10 Audit. Unless the contract is a firm fixed price contract, SCBE shall be entitled to audit the books and records of the successful contractor or any subcontractor thereof to the extent that such books and records relate to the performance of the successful contractor’s contract with SCBE. Accordingly, the successful contractor agrees, and any subcontractor thereof will agree, to retain all books, records and other documents relative to this RFP and the related contract for a period of three (3) years from the date of final payment under the contract for the contractor and for a period of three (3) years from the date of final payment under the subcontract for the subcontractor, unless a shorter period is otherwise authorized in writing the SCBE. By submitting a Proposal, the successful contractor grants to SCBE the right to perform, or have performed by its authorized agents and/or auditors, an audit of the books and records of the successful contractor. Consequently, SCBE will have full access to, and the right to examine, any of said materials following the giving of reasonable notice during said period. RESPONDENTS ARE HEREBY NOTIFIED THAT ALL RECORDS OF ALL PERSONS CONTRACTING WITH THE SCBE MAY BE SUBJECT TO THE TENNESSEE PUBLIC RECORDS ACT.

10.11 Compliance with Procedures. The successful contractor will comply with all procedural instructions that may be issued from time to time by SCBE. However, the substantive terms and conditions of the contract shall not change without the written consent of all parties thereto.

10.12 Obligation of Successful Contractor. By submitting a Proposal, the successful contractor covenants and agrees, based upon its own investigation of the conditions to be met, that it fully understands its obligation and that it will not make any claim under, or have any right to cancellation or relief from, the contract because of any misunderstanding or lack of information.

10.13 Format of Services; Satisfaction of SCBE. The Respondent agrees that, if it becomes the successful contractor, the Respondent will fully provide to SCBE, to the best of its capabilities, the Services in substantially the format, quality and scope required by, or indicated in, this RFP, including any modifications and additions hereto. Furthermore, the Respondent agrees to be responsible for providing the Services in a manner and to an extent satisfactory to SCBE.

10.14 Delivery. By submitting a Proposal, the Respondent agrees that, if it becomes the successful contractor, the Respondent will deliver to SCBE all items required to be delivered by this RFP and the Agreement in a form, which is complete and ready for use.
10.15 **Taxes.** The successful contractor shall determine, be responsible for and pay any applicable taxes related to the Services or the Agreement, including but not limited to any property tax, sales tax, federal excise tax or federal highway use tax. SCBE is a tax-exempt organization and shall not be billed for, nor be expected to pay, any taxes applicable to the Services. A COPY OF DOCUMENTATION VERIFYING THE “TAX EXEMPT” STATUS OF SCBE IS AVAILABLE AND WILL BE FURNISHED TO THE SUCCESSFUL CONTRACTOR UPON REQUEST.

10.16 **Support.** If it becomes the successful contractor, the Respondent agrees and affirms that, throughout the Agreement Term, it will utilize its best efforts to assist and support SCBE in addressing any problem whatsoever relating to the Services or the Agreement.

10.17 **Deviation from Specification.** Accountability for the Services will rest solely with the successful contractor. Any inaccuracy in or other deviation of the Services from the required specifications will be corrected by the successful contractor within two (2) weeks after the successful contractor is notified of the inaccuracy or discrepancy.

10.18 **Time for Performance.** In order to minimize the disruption of schools and other SCBE facilities, the successful contractor will perform the Services during hours, which will be determined by SCBE.

10.19 **Non-Discrimination.** The Respondent is obligated not to discriminate against any employee of, or applicant for employment with, the Respondent on the basis of race, color, religion, handicap, national origin, sex or socio-economic status. This obligation shall include, but not be limited to the following matters: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Respondent is obligated to comply with all requirements of the Americans with Disabilities Act. In addition, all vendors wishing to do business with Respondent shall be afforded the same equal opportunity and non-discrimination. By submitting a response to this RFP, the Respondent confirms and asserts that it is not currently discriminating, and will not discriminate, against any person in any manner related to this RFP or to any Proposal or contract related hereto, including in the performance under any such contract.

10.20 **MWBE Reporting.** For projects with a value of $250,000 or greater, SCBE requires majority-owned contractors to report all Direct Tier 2 Spend (spend directly related to the contract resulting from this process) with disadvantaged subcontractors (minority-owned, women-owned, veteran-owned, etc.) to SCBE on a quarterly bases. Reports will be submitted in a spreadsheet format to SCBE Procurement Services at ProcurementServices@scsk12.org.

10.21 **Bonding or Other Security.** If the Services include any type of construction or maintenance of a public building, work or other project to be provided under a contract having a contract price of more than One Hundred Thousand Dollars and No/100 Dollars ($100,000.00), then, prior to the commencement of work under the contract, the successful contractor will execute and provide to SCBE a good and solvent bond to the effect that the successful contractor will pay for all the labor and materials used by the successful contractor or by any subcontractor, immediate or remote, in connection with the contract, in lawful money of the United States, as required by Section 12-4-201 of the Tennessee Code Annotated. The bond shall be for at least twenty-five (25%) of the contract price. The bond shall provide that the successful contractor shall promptly make payment when due of all taxes, licenses, assessments, contributions, penalties and interest on the project.

10.22 **Insurance.** By submitting a Proposal in response to this RFP, the Respondent certifies that, if awarded a contract, it will have the insurance coverage required for performance of the Services, if any, at the time the work commences. Additionally, the Respondent certifies that it will maintain this insurance coverage throughout the entire term of the contract and that all insurance coverage shall be provided by insurance companies authorized to sell insurance in Tennessee. During the term of the contract, SCBE reserves the right to require the successful Respondent to furnish certificates of any required insurance for the coverage required by SCBE, if any is required.

10.23 **Confidential and Proprietary Information.** SCBE is subject to the Tennessee “Public Records Act.” Accordingly, no claim of confidentiality or proprietary information in all or any portion of any Proposal submitted in response to this RFP will be honored unless a specific exemption from the Public Records Act exists and such exemption is cited in the Proposal. Any claimed exemption must be specifically cited by page and paragraph number(s). An incorrectly claimed exemption does not disqualify the Respondent.
10.24 **Ownership of Computer Programs and Data.** Ownership of all computer systems, programs, software, data, materials, documentation or similar products purchased, created or compiled in connection with the performance of the Services or the performance of obligations under any contract resulting from or related to this RFP, now or hereafter, shall vest completely and exclusively with SCBE. Upon expiration of the term of the contract, the successful contractor will relinquish and convey to SCBE any right it may have in such computer systems, programs, software, data, materials, documentation or similar products.

10.25 **Assignment of Contract.** Upon execution, the contract shall not be assigned or subcontracted by the successful contractor, in whole or in part, without the prior written consent of SCBE.

10.26 **Binding Nature of This RFP.** By submitting a Proposal, the Respondent agrees to be bound by all of the provisions of this RFP. The Respondent further agrees that, if it becomes the successful contractor, the Respondent and its heirs and assigns will continue to be bound by the provisions of the RFP for the duration of the Agreement Term except to the extent any provision hereof is explicitly waived in the Agreement.

10.27 **Applicable Laws and Courts.** This RFP and any related Proposal and resulting contract shall be governed in all respects by the laws of the State of Tennessee. Jurisdiction over any matter arising in connection with this RFP or any related Proposal or resulting contract hereunder shall be held by the federal and state courts having jurisdiction in Shelby County, Tennessee. Furthermore, the Respondent shall comply with all applicable federal, state and local laws and regulations.

10.28 **Self-Disclosure.** The respondent shall disclose any litigation, lawsuits and/or court rulings, it is currently involved in or has previously been party to for any products or services it provides that are related to the Scope of Services of this RFP/RFQ.
SECTION D - PRICING SCHEDULE
Please indicate your price for the aforementioned services. Total contract amount must include all related expenses as well as reflect all services and deliverables described within this proposal, which can be revised should Shelby County Schools Board of Education (“SCBE”) decide not to move forward with specific deliverables.

### Services Required

Core and Other Core Services should be quoted as flat dollar amount with a brief description of Consultant's approach/methodology and experience relative to these services:

<table>
<thead>
<tr>
<th>CORE SERVICES</th>
<th>DESCRIPTION</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Budget Projection</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IBNR Calculation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quarterly Medical Experience Analysis</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legislative Mandate Consulting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contribution/Design Strategies</td>
<td></td>
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</tr>
</tbody>
</table>

### OTHER CORE SERVICES

- Rebid - Health Plan/PBM
- Rebid - Retiree Medical Plan
- Rebid - Employee Assistance Program (EAP)
- Rebid - COBRA, Flexible Spending Account, Self-Pay Premium Administration Eligibility Audit
- Employee Benefit Statements

The Consultant agrees to perform the following voluntary programs on a commission pay basis. Consultant should include approach/methodology and experience relative to these services:
### COMMISSION SERVICES (Voluntary Programs)

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rebid - Dental Insurance</td>
<td></td>
</tr>
<tr>
<td>Re-bid - Vision Insurance</td>
<td></td>
</tr>
<tr>
<td>Re-bid - Life and Disability Insurance</td>
<td>(Includes Basic Life, Additional Life, Dependent Life, AD&amp;D, Short and Long Term Disability)</td>
</tr>
<tr>
<td>Rebid - Long Term Care Insurance</td>
<td></td>
</tr>
<tr>
<td>Re-bid - TeleHealth Insurance</td>
<td></td>
</tr>
</tbody>
</table>

Proposers must respond and comply with all of the above services. The Proposer may not submit a proposal for services not listed in the above request.

The proposed costs submitted shall remain valid for at least 120 days subsequent to the date of the RFP Proposal opening and thereafter in accordance with any resulting contract between the Respondent and SCBE. All monetary amounts are United States currency.
SECTION E - FORMS AND DOCUMENTS
SECOND TIER PURCHASING

Shelby County Board of Education utilizes a race neutral program for all purchases and contracts. In order to set benchmarks for all MWBE and Local Business Enterprises, we ask that our vendors review and actively participate per Policy 2010 and 2011 in Section D of this RFP.

In order to track the purchases and contracts issued to MWBE's (Minority Women Business Enterprises), we ask our vendors to indicate their level of second tier purchasing commitment. Second tier purchasing is defined below:

Second-tier purchasing is the process through which a first-tier (or prime) supplier utilizes a minority supplier either directly or indirectly.

Please indicate below the level of participation, in both dollars and percentage that would define the level of minority business enterprise participation for this project.

Second Tier Commodity

(Example: Office supply vendors may purchase subsets from minority owned companies. Manufacturers may purchase a certain percentage from minority suppliers. This line asks for the commodity.)

M/WBE category for second tier supplier - PLEASE CHECK ONE:
- Hispanic
- Black
- Asian American
- Native American Indian
- Woman Owned

Dollars expended for this commodity, this project $____________________________

Percentage of this project ____________________________________________ %

Name of Business (Please Print)

Print Authorized Representative Name

Signature of Authorization Representative

Date
1. By signing and submitting this proposal, the prospective primary and/or lower tier participant (“participant”) is providing the certification set out below. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction, however failure of the prospective participant to furnish a certification or explanation shall disqualify such person from participation in this transaction. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including termination for cause or default, suspension and/or debarment.

3. The prospective participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all covered transactions and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including termination of this transaction for cause or default, suspension and/or debarment.
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary and/or Lower Tier Covered Transactions

(1) The prospective participant certifies to the best of its knowledge, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) The prospective participant and its principals have not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract 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.

(3) The prospective participant and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses in Paragraph 2 of this certification.

(4) The prospective participant and its principals have not, within a three (3) year period preceding this application/proposal, had one (1) or more public transactions (Federal, State or local) terminated for cause or default.

(5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Agency: 

Signature: 

Date: 
SECTION F – QUESTIONNAIRE
**Questionnaire**

**Your Company**

1. Briefly describe your firm’s history and background.
2. Provide details of your firm’s financial status and stability.
3. Discuss any impending changes in your organization that could impact the delivery of services.
4. Provide proof that your company carries Errors and Omissions insurance coverage.

**Your Practice**

1. Describe how employee benefits are structured within your firm.
2. Describe the proposed team that would work with Shelby County Board of Education and provide information about the qualifications and expertise of each team member.
3. How often does your team meet with your clients and for what purposes?
4. Describe what makes your firm uniquely qualified to work on our account.
5. What types of training programs does your firm provide to its employees?
6. How does your firm recognize and celebrate employees’ successes?
7. Provide an example of how your firm is taking a leadership role within the industry.
8. What size clients does your firm generally support?
9. Describe your experience with clients with multiple locations in multiple states and countries.
10. Why do clients leave your organization?
11. Do you have a method or process in place to gauge client satisfaction?
12. What is your service philosophy?
13. If your firm is selected, how would you propose we transition our account?

**Expertise**

1. Describe your approach to supporting our programs throughout the plan year.
2. Do you have a process in place for tracking communication between you and your client?
3. How do you manage vendor relationships?
4. In your opinion, what are the two major challenges companies our size face and how will your firm help meet these challenges?

5. Describe your process for negotiating renewals. Be prepared to share examples of your success in negotiating renewals.

6. Describe your underwriting and actuarial resources.

7. Describe your experience supporting clients with mergers and acquisitions, including the due diligence process and integrating the acquired company’s benefits plans with the client’s benefit plans, communications to employees, etc.

8. Describe any special analysis that you would provide to help manage our programs.

9. Describe your experience managing employee claims escalation.

10. Describe your experience assisting clients with complicated administrative issues and fostering positive resolution.

Special Services

1. Describe your standard package of employee communications services. Please provide samples.

2. Describe services you offer to support employee surveys and/or focus groups.

3. Describe services you provide to assist with benefits benchmarking.

4. Describe how you support the ongoing professional development of your clients.

5. Does your firm provide general Human Resources consulting services and/or support?  
6. Does your firm offer actuarial services?

7. Does your firm provide international benefits consulting?

8. Does your firm provide assistance with executive benefits review and design?

9. Describe any additional services offered by your company that may be of interest to Shelby County Board of Education.

Corporate Wellness

1. Does your company provide and/or support corporate wellness initiatives?

2. Describe any programs that you provide to your clients that foster employee wellness.
Legislative / Compliance

1. How do you support your clients in ensuring their employee benefits programs remain compliant with all federal and state laws?

2. How does your firm assist clients with HIPAA compliance?

3. Describe how your firm maintains client records in a HIPAA secure environment.

4. Do you have in-house legal advisors or outside counsel who provide guidance to you and your clients?

5. Describe methods you employ to disseminate information about current trends and legislation. Please provide examples.

6. Do you assist clients in the preparation of their Form 5500s and Summary Annual Reports? Is there a cost for these services?

Compensation

1. Describe how you would prefer to be compensated for your services.

2. Has your firm been subject to any lawsuits or settlements specific to compensation disclosure or practices within the last five years?

3. Does your firm have any reservations in making available documentation of the commissions received from insurers?

4. What is your company’s philosophy on accepting contingency/override compensation from insurers relative to the placement of insurance programs?

5. Describe our right to terminate a contract with you. Is there a minimum contract period?

6. Based on the information provided and the services requested, what is your proposed annual fee? Please make certain to identify any services mentioned in your proposal that are not included in your proposed fee (services that would be an additional expense).

References

1. Provide three references from current clients, preferably of similar size and/or need and complexity to Shelby County Board of Education. For each reference please include:
   - Number of employees
   - Number/type of plans
   - Length of servicing relationship
   - Contact name, title, and phone number