

SHELBY COUNTY BOARD OF EDUCATION

PROCUREMENT SERVICES

160 South Hollywood Street, Room 126 | Memphis, Tennessee 38112-4892 |Phone (901) 416-5376

(All proposals must be mailed or delivered to the above address AND uploaded to: <https://ivvengage.couchdrop.io/inbox/4343b868-3987-4a06-abe7-26aab42ba8a2>.)

Please see page 7 for complete submission details.

REQUEST FOR PROPOSAL

(NOT AN ORDER)

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 **June 9, 2026 @ 1:00 PM, CST.**

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 minor informalities and/or technicalities that are deemed to be in the best interest of the Shelby County Board of Education.

**REQUEST FOR PROPOSAL
MSCS Voluntary Worksite Benefits**

For the purposes of this document, SCBE shall mean The Shelby County Board of Education and MSCS shall mean Memphis -Shelby County Schools. The term District shall mean the Memphis Shelby County School District. Proposals **MUST** be received by Memphis-Shelby County Schools (“MSCS” or “District”) by the due date and time set forth above.

During the solicitation process Vendors are not permitted to contact individual members of the Board of SCBE or the project owner(s) regarding the posted solicitation. Failure to adhere to this requirement shall subject the respondent to immediate disqualification.

Questions or requests for clarification of technical issues and terms pertaining to this RFP must be submitted in writing via email to BRAXTONL@SCSK12.ORG and received no later than **May 25, 2026 by 10:00 AM/CST.**

ISSUED BY: LaQueeya Braxton, Director

RFP #060926LB

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.

_____ NAME OF FIRM		_____ PHONE	_____ FAX#	
_____ ADDRESS		_____ CITY	_____ STATE	_____ ZIP CODE
_____ E-MAIL ADDRESS		_____ AUTHORIZED REPRESENTATIVE NAME		

_____ CHECK HERE IF YOUR COMPANY QUALIFIES AS A SMALL BUSINESS ENTERPRISE

_____ CHECK HERE IF YOUR COMPANY QUALIFIES AS A LOCAL VENDOR

PLEASE NOTE: Per the Memphis-Shelby County Schools Local Preference Purchasing Board Policy 2011, local preference purchasing means giving preference to businesses located within Shelby County, Tennessee where local vendors must have a physical address located within the limits of Shelby County for at least six (6) months prior to the bid or proposal opening date. A Post Office Box is not acceptable.

_____ ATTACHED A COPY OF A VALID SHELBY COUNTY BUSINESS LICENSE

“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.”

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PART I: SCOPE OF WORK

1.0 BACKGROUND

Shelby County Board of Education (SCBE) is the legal name of the Memphis-Shelby County Schools (MSCS) district. MSCS is Tennessee's largest public school district and is among the 25 largest public-school districts in the United States. MSCS serves more than 106,000 students in more than 200 schools. We employ more than 6,200 teachers and 6,000 support personnel to serve our unique student population while offering programming and services to meet the needs of all our students.

Memphis-Shelby County Schools has created a data-driven culture that serves as the backdrop for strategic decision-making and informed solution-based decisions. The information gleaned from data, research-based strategies, and performance outcomes provides our district with amazing opportunities to offer high-quality educational options to every student.

The MSCS mission is to prepare all students for success in learning, leadership, and life through three strategic initiatives. The initiatives are:

1. Strengthen Early Literacy (K-2) and Continuing Literacy (3-12)
2. Recruit, Retain, Immerse, and Entrench
3. Relevant, Rigorous, and Equitable Academics

2.0 SCOPE OF SERVICES

SCBE requests proposals for: **MSCS Voluntary Benefit products**. This solicitation is directed exclusively to licensed insurance carriers. MSCS is open to receiving proposals on a bundled basis (all products from one carrier) or an unbundled basis (individual products from carriers with specialized product lines). Carriers should clearly indicate in their transmittal letter whether they are proposing on a bundled or unbundled basis and which specific product lines are included in their proposal. All proposed products must be underwritten and issued directly by the responding carrier – proposals featuring products underwritten by a third-party carrier will not be accepted. Proposals that do not meet or exceed all requirements will be considered non-responsive.

3.0 NON-EXCLUSIVE

The contract resulting from this RFP and the response provided by the vendor shall be non-exclusive. MSCS reserves the right to engage multiple vendors for different product lines and to add additional voluntary benefit programs over the contract term without obligation to existing vendors.

4.0 NOTICE OF INTENT TO AWARD

A Notice of Intent to Award is written notification that a vendor has been selected for a contract award. This Notice is not a guarantee of award. The governing Board of SCBE reserves the right to reject or accept the recommendation submitted by MSCS Procurement as a result of this RFP. If the Board accepts and approves the recommendation, an agreement will be submitted to the successful vendor. While this contract is open for minor negotiations, the form of said contract will set forth the basic and fundamental terms and conditions that govern. If the Board rejects the recommendation, MSCS shall rescind the Notice of Intent to Award.

PART II: GENERAL TERMS AND CONDITIONS

1.0 STATEMENT OF CONFIDENTIALITY

All MSCS information provided pursuant to this RFP, including but not limited to employee census data, claims experience, and plan design information, is confidential and proprietary. The selected vendor agrees not to disclose or knowingly use any such confidential or proprietary information for any purpose other than responding to or performing under this RFP. All respondents must execute the NDA prior to receiving any MSCS data.

2.0 TERMS OF AGREEMENT

The anticipated term of the contract is for three (3) years, commencing January 1, 2027. Upon satisfactory service and by mutual agreement, MSCS reserves the right to renew the contract for two (2) additional terms of one (1) year each, subject to satisfactory carrier performance against the KPIs defined in Part X. Either party may decline renewal by providing written notice at least ninety (90) days prior to the contract anniversary date.

- Rate increases at renewal must not exceed the caps specified in the carrier's rate guarantee commitment in their proposal

3.0 PRE-PROPOSAL MEETING

No Pre-Proposal Conference is required for this proposal.

4.0 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Vendor orally. Questions must be submitted in writing to the Point of Contact (see Part II, § 5.0). To be given consideration, the questions must be received **NO LATER THAN May 25, 2026 by 10:00 a.m. CST**. Questions that are deemed to be substantive in nature will be responded to in the form of a Questions and Answers and posted on **May 29, 2026 by COB** on the SCBE website [Memphis Shelby County Schools](http://MemphisShelbyCountySchools.com). Please do not submit questions in PDF format.

Questions should be submitted with the subject line: "MSCS VWB RFP – Question"
Submit questions to BRAXTONL@SCSK12.ORG and chad.holsclaw@alliant.com

RFP Schedule

RFP Post	May 18, 2026
Questions Due	May 25, 2026 by 10:00 AM CST
Q&A Post on Website	May 29, 2026 by End of Day
RFP Due Date/Time	June 9, 2026 by 1:00 PM CST
***Vendor Presentations	TBD

5.0 POINT OF CONTACT

LaQueeya Braxton, Director of Procurement
Procurement Office
BRAXTONL@SCSK12.ORG

BROKER OF RECORD POINT OF CONTACT

Chad Holsclaw
Alliant Insurance Services, Inc
chad.holsclaw@alliant.com

6.0 CONTRACT TYPE

The contract resulting from this RFP will be a performance-based service contract tied to the scope of services, rate structure, and KPIs defined herein. Performance against defined metrics will govern renewal eligibility.

7.0 PAYMENT TERMS

Compensation for voluntary benefit carriers will be structured through employee-paid premiums via payroll deduction, with administrative fees as applicable. Vendors must clearly disclose all fees, commissions, and compensation arrangements in their pricing submission. MSCS reserves the right to reduce or withhold payment in the event the vendor does not meet deliverables within the timeframes specified in the contract.

8.0 RFP REVISIONS

Should it become necessary to revise any part of this RFP, addenda will be posted on SCBE's Procurement Office website @ <https://www.scsk12.org/procurement25/?PN=886>. All addenda, amendments or changes issued shall be deemed received by vendor. Failure of any vendor to acknowledge receipt of such addenda may result in the proposal being deemed non-responsive

9.0 SUBMISSION DEADLINE

To be eligible for consideration, proposals must be submitted no later than **June 9, 2026 @ 1:00 p.m. CST.**
See page 7 for submission details.

10.0 DURATION OF OFFER

All proposals submitted in response to this RFP are irrevocable for a minimum of one hundred twenty (120) days following the proposal due date. Vendors may not withdraw or modify their proposal during this period without written consent from Alliant Insurance Services, Inc..

11.0 INSURANCE

All vendors must maintain the following minimum insurance coverages throughout the full term of the contract, including all renewal periods. Certificates of Insurance must be submitted with the proposal and **must name Alliant Insurance Services, Inc. and MSCS as Additional Insureds on the Commercial General Liability policy.**

Coverage Type	Minimum Limit	Additional Notes
Commercial General Liability	\$2,000,000 per occurrence / \$4,000,000 aggregate	MSCS and Alliant named as Additional Insureds
Professional Liability / E&O	\$5,000,000 per occurrence / \$5,000,000 aggregate	Must cover voluntary benefits administration
Workers' Compensation	Statutory limits per applicable state law	Required for all vendor employees
Cyber Liability / Data Breach	\$5,000,000 per occurrence	Required; covers PHI and PII exposure
Directors & Officers Liability	\$1,000,000 per occurrence	Required for insurance carriers
Crime / Fidelity Bond	\$1,000,000 per occurrence	Required if vendor handles premium funds

All certificates must include a thirty (30) day notice of cancellation provision. Vendor must notify MSCS and Alliant within five (5) business days of any material change or cancellation of required coverage. Failure to maintain required coverage is grounds for immediate contract termination.

12.0 LIQUIDATED DAMAGES

In the event the awarded respondent fails to deliver services in accordance with the terms and conditions of the contract, SCBE reserves the right to seek alternative services on the open market. All additional expenses incurred as a result will be deducted from amounts owed. Performance penalties as defined in the contract's KPI framework may also be assessed.

13.0 COMPLIANCE WITH LAWS

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations including but not limited to: ERISA, ACA, HIPAA, HITECH, state insurance licensing requirements, state insurance department filings and rate approvals, E-Verify requirements under Tennessee law, and all applicable Tennessee insurance code provisions. Violation of any applicable law constitutes a breach of contract.

14.0 LEGAL COMPLIANCE

A. All carrier representatives and benefit administrators must hold valid insurance licenses in the State of Tennessee for all products proposed. Vendor must maintain all required state filings and approvals throughout the contract term.

B. The provisions of the contract shall be governed by the laws of the State of Tennessee. Any disputes shall be resolved in Shelby County, Tennessee courts.

C. Vendor must comply with all applicable Tennessee employment and immigration laws. It is a mandatory requirement that all employees of the vendor and vendor's subcontractors be screened through the Federal Government's E-Verify system. See Appendix M for the required E-Verify Compliance Certification.

PART III: PROPOSAL FORMAT

1.0 GENERAL FORMAT

A. Vendors shall submit the following: Each submission should include as indicated below.

The proposal must include **One (1) original (labeled), three (3) copies, and 1 (one) USB** in a sealed envelope clearly labeled as indicated in B below. An electronic version of the proposal shall also be submitted with the original. The electronic media must be a USB and shall bear a label on the outside containing the RFP number and name, as well as the name of the Vendor.

B. The outside of each package shall, in addition, be labeled with the following:

1. The Vendor's name and business address.
2. The due date/time for receipt of proposals.
3. The Title of the RFP and RFP number

*******Proposals submitted after the deadline will not be accepted under any circumstances.**

****Proposals must be mailed or delivered to:**

160 S Hollywood Street, Room 126 – Procurement Services, Memphis TN 38112

IN ADDITION, PROPOSALS MUST BE UPLOADED TO:

<https://ivyengage.couchdrop.io/inbox/4343b868-3987-4a06-abe7-26aab42ba8a2>

2.0 PROPOSAL FORMAT

The proposal must include a table of contents and all pages in the proposal must be numbered, consecutively from beginning to end and separated by tabs as described below:

TAB A. TRANSMITTAL LETTER

A brief letter on vendor's official letterhead, signed by an individual authorized to contractually bind the vendor, confirming:

1. Name, title, address, telephone, and email of the authorized signatory
2. Federal Tax Identification Number (EIN)
3. Whether the proposal is bundled (all products) or unbundled (specify which products)
4. A brief statement of the vendor's qualifications and understanding of MSCS's needs
5. Confirmation that the proposal is a firm, irrevocable offer for 120 days
6. Acknowledgement of all addenda issued

TAB B. TABLE OF CONTENTS

TAB C. EXPERIENCE AND CAPABILITIES

The respondent must provide:

7. A company overview: years in operation, lines of business offered, total lives covered in voluntary benefits nationally, and number of active employer clients with 5,000+ employees
8. Demonstrated experience serving K-12 public school districts or comparable public sector employers. Provide a list of current or recent public sector clients with 5,000+ employees, including enrollment counts and products offered
9. An organizational chart showing the specific unit(s) responsible for performing services under this contract and where MSCS will fall within the service hierarchy
10. Names, titles, and brief biographies of the dedicated account team who will service the MSCS account, including primary account manager, service representative, and implementation lead
11. At least three (3) client references of comparable size and sector (see Appendix C for standardized format). Include reference testimonials.
12. Any awards, accreditations, or industry recognitions relevant to voluntary benefit administration

TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS

The respondent must provide:

13. AM Best Financial Strength Rating - minimum A- (Excellent) required for insurance carriers. Proposals from carriers rated below A- will be deemed non-responsive.
14. Most recent statutory financial statements (annual statement filed with state insurance department)
15. Surplus and reserve data demonstrating financial capacity to serve a group of this size
16. 5-year rate change history by product line (see Appendix J for format)
17. Identification of any pending regulatory actions, market conduct examinations, consent orders, or material litigation in the past five (5) years
18. Evidence of reinsurance arrangements, if applicable

TAB E. PLAN DESIGN RESPONSE

The respondent must complete the Plan Design Specifications Matrix provided in Part VI for each product line proposed, including:

19. Proposed benefit schedules and coverage amounts for each product
20. Guaranteed Issue amounts for initial enrollment and for newly eligible employees
21. All coverage tiers available (employee only, employee + spouse, employee + child(ren), family)
22. Portability, conversion, and waiver of premium provisions
23. Pre-existing condition limitation terms for each product
24. Any non-negotiable plan provisions or exclusions that deviate from the specifications in Part VI (use Appendix N)

TAB F. TECHNOLOGY & ENROLLMENT INTEGRATION RESPONSE

The respondent must provide a detailed response to the Technology Requirements in **Part VIII**, including:

25. EDI 834 transaction set support and file format specifications
26. API integration capability (real-time vs. batch; available connectivity documentation)
27. Standard implementation timeline for EDI/API setup
28. System uptime SLAs and disaster recovery capabilities
29. Data security certifications (SOC 2 Type II, HITRUST, or equivalent)
30. Online self-service portal capabilities for employees (claims filing, certificate access, beneficiary management)

TAB G. IMPLEMENTATION PLAN

The respondent must provide a detailed implementation plan (**see Part IX**) including:

31. Proposed implementation timeline from award to go-live
32. Key milestones and dependencies
33. Proposed project team with roles and responsibilities
34. Transition plan for in-force enrollees from incumbent carrier(s)
35. Open enrollment support model for MSCS's 200+ locations

TAB H. EMPLOYEE COMMUNICATIONS MATERIALS

Carriers are required to supply passive communication and reference materials only, which MSCS will distribute to employees through its own channels. The following must be provided:

36. Pre-enrollment communication materials in digital format (email templates, benefit summaries, product overview flyers)
37. Digital benefit guides and plan summary documents formatted for employee self-service access
38. ADA-compliant digital materials accessible to employees with disabilities
39. Multilingual materials in Spanish at minimum; additional languages available upon request
40. A dedicated carrier microsite or landing page where employees can independently access plan documents, FAQs, and claims information

TAB I. CLAIMS ADMINISTRATION RESPONSE

The vendor must provide a detailed response to the Claims Administration Standards in **Part X**, including:

41. Claims submission methods (online portal, paper, mobile app)
42. Average claim determination times for each product over the past 12 months
43. Clean claim payment rate over the past 12 months
44. Claims appeal process and timeline
45. EFT/direct deposit availability for claimants
46. Dedicated claims advocacy or concierge support

TAB J. REQUIRED FORMS

- Special Terms & Conditions for RFP (Appendix A)
- Addenda Acknowledgement Form (Appendix B)
- References (Appendix C)
- Non-Collusion Certificate (Notarized) (Appendix D)
- Debarment Affidavit (Notarized) (Appendix E)
- Anti-Bribery Affidavit (Notarized) (Appendix F)
- Certificate of Insurance Coverage (Appendix G)
- MSCS Policy 2011 Local Preference Purchasing (Appendix H)
- Non-Boycott of Israel Certification (Appendix I)
- Iran Divestment Act Certification (Appendix J)
- Certificate Regarding Lobbying (Appendix K)
- Conflict of Interest Disclosure Form (Appendix L)
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- Subcontractor Disclosure Form (Appendix P)

TAB K. PRICING SCHEDULE

Vendors must complete the Standardized Pricing / Rate Submission for all products proposed. The pricing submission must include:

47. Monthly premium rates by product, coverage tier, and age band (if age-rated)
48. Employee and employer cost shares (if applicable)
49. All administrative fees, enrollment fees, and other charges
50. Rate guarantee period - minimum two (2) years required; multi-year guarantees viewed favorably
51. Conditions under which rates may change during a guarantee period
52. 5-year rate change history by product line

TAB L. EXCEPTIONS & DEVIATIONS

Any exception to or deviation from the requirements of this RFP must be documented in Appendix N. Vendors may not take undisclosed exceptions. Proposals with undisclosed exceptions may be deemed non-responsive

Failure to provide any of the requested information or documents in this solicitation shall render the proposal non-responsive.

PART IV: EVALUATION AND SELECTION PROCEDURE

1.0 EVALUATION COMMITTEE

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Vendor whose proposal is the most advantageous to SCBE, considering technical factors and other factors set forth herein.

2.0 EVALUATION PROCESS

- A. The committee will evaluate each proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Vendors. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Vendors and conducted by mail, E-mail, or facsimile transmission at the discretion of SCBE. During the evaluation process, the committee may request technical assistance from any source.
- A. The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Vendors in any manner deemed necessary to serve the best interests of SCBE.
- B. If applicable, SCBE Policy 2011 Local Preference Purchasing will be applied accordingly. Please see Appendix H for policy details.
- E. Vendors may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Vendor to clarify its proposal submission and substantiate proposal representation. If an oral presentation is requested, the oral presentation is a part of the evaluation.
- F. If it is determined to be in the best interest of SCBE, SCBE may invite Vendors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.
- G. The Committee will recommend the vendor whose overall proposal provides the most advantageous offer to SCBE considering all RFP requirements, based on evaluation factors set forth in this RFP.

3.0 EVALUATION CRITERIA

The Evaluation committee will evaluate proposals using the following criteria. The committee shall determine which proposals meet the basic requirements of the RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature. The committee may reject in whole or in part any and all proposals and waive minor irregularities.

Evaluation Criteria	Major
	Weights
Business Tenure/Experience	10%
Compliance with RFP Requirements	45%
Technology & Integration Capabilities	10%
References & Past Performance	10%
Cost	15%
Financial Stability	10%
Total	100%

PART V: SCOPE OF SERVICES (DETAILS)

1.0 Overview

SCBE hereby solicits submissions of written Proposals, on a competitive basis, from qualified Respondents to provide 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: Voluntary Worksite Benefits. The selected vendor(s) will be responsible for the design, rating, administration, and ongoing service of voluntary benefit programs for eligible MSCS employees. Carriers must be capable of integrating with MSCS's existing Benefits Administration platform as described in Part VIII.

Alliant Services has been engaged as the Broker of Record for MSCS's voluntary benefits program. Alliant's Voluntary & Worksite Benefits Practice specializes in designing, procuring, and implementing supplemental benefit programs that drive meaningful employee engagement and financial protection for working families. This solicitation is designed to identify the most qualified carriers and administrators to serve the MSCS workforce.

MSCS currently offers a voluntary benefits program to its employees. This solicitation represents a full, competitive re-procurement of voluntary worksite benefit products and is open exclusively to licensed insurance carriers. Proposals from brokerages, general agencies, managing general underwriters, third-party administrators, or specialty enrollment firms will not be accepted. Incumbent carriers, if any, hold no preference in this evaluation and will be evaluated on the same criteria as all other responding carriers.

All responding carriers should assume a full transition is required. Specific information regarding current in-force enrollment, existing plan designs, and current carriers will be made available to carriers who execute the Non-Disclosure Agreement (NDA) provided by Alliant Insurance Services, Inc. Carriers must contact LaQueeya Braxton at BRAXTONL@SCSK12.ORG and Chad Holsclaw at chad.holsclaw@alliant.com to request NDA access.

Upon execution of the NDA, carriers will receive access to the following data:

- Current voluntary benefit census data (age, gender, employment type, salary band, location)
- Current voluntary benefit enrollment counts by product line
- Current plan designs and benefit schedules in force
- Payroll deduction frequency and deduction structure
- Geographic distribution of employees across MSCS locations
- Any known claims experience data available for release

2.0 ELIGIBLE POPULATION

Population Group	Approximate Count	Notes
Active Employees - Full Time	~12,000	Primary target for all voluntary benefit products
Active Employees - Part Time (Benefits-Eligible)	TBD	Subject to eligibility threshold confirmation
Early Retirees (Pre-Medicare, <65)	~595	Continuation of voluntary coverage may apply

Note: Exact census data, including age, gender, salary band, and location distribution, will be provided to vendors who execute the NDA. Geographic distribution spans 200+ locations across Shelby County, including school campuses, administrative offices, and support facilities.

3.0 PAYROLL & ADMINISTRATIVE CONTEXT

MSCS processes payroll on a bi-weekly basis for the majority of employees. Pre-tax (Section 125 cafeteria plan) deductions are available for eligible voluntary benefit premiums. Vendors must be able to accommodate bi-weekly payroll deductions and must confirm compatibility with MSCS's payroll and HRIS systems during the implementation planning phase.

4.0 REQUIRED VOLUNTARY BENEFIT PRODUCTS

Vendors must propose rates and plan designs for the following core voluntary worksite benefit products. Minimum plan requirements for each product are detailed in Part VI. Vendors may propose additional supplemental products beyond those listed below.

A. Accident Insurance

Provides cash benefits directly to employees for injuries resulting from covered accidents. Required features: on/off-the-job coverage, initial care benefits, emergency care benefits, follow-up care, hospitalization, fracture and dislocation schedule, and catastrophic accident benefit. Wellness rider encouraged. Plan must be portable at group rates upon termination of employment. An ambulance benefit (ground and air) must be included or available as a rider. Proposed benefit amounts for both ground transport and air transport must be disclosed in the plan design response.

B. Critical Illness Insurance

Provides a lump-sum payment upon first diagnosis of a covered critical illness. Required covered conditions at minimum: heart attack (myocardial infarction), stroke, invasive cancer, major organ transplant, end-stage renal failure, and permanent paralysis. Recurrence benefit required. Cancer screening/health screening benefit strongly preferred. Skin cancer must be included (not excluded). Plan must be portable. Required covered conditions at minimum: heart attack (myocardial infarction), stroke, invasive cancer, major organ transplant, end-stage renal failure, permanent paralysis, and specified autoimmune diseases. Carriers must disclose the full list of covered autoimmune conditions in their plan design response.

C. Hospital Indemnity Insurance

Provides fixed indemnity benefits for hospital confinement and related services. Required benefits: hospital admission, daily hospital confinement, ICU confinement, outpatient surgery, physician visit benefit, and maternity/childbirth. Newborn coverage rider required. Plan must be portable.

D. Voluntary Short-Term Disability

Provides income replacement for employees unable to work due to non-occupational illness or injury. Required specifications: benefit of up to 60% of gross weekly earnings; benefit period of 26 weeks (182 days), ensuring seamless transition to Long-Term Disability benefits which commence after a 180-day elimination period; elimination period options of 0/7, 7/7, and 14/14 (accident/sickness); definition of disability must be own-occupation for at least the first 12 weeks of a claim. Mental health parity compliance required. Maternity leave must be covered as any other qualifying disability, no separate waiting period or exclusion for normal pregnancy or childbirth may apply.

No Offset Requirement (Mandatory): Benefits must be payable without any offset, reduction, or coordination against accrued sick leave, PTO, vacation time, or any other employer-provided paid time off. Carriers must not require employees to exhaust sick leave or any other paid leave as a condition of benefit eligibility or payment. Any plan design that includes a sick leave offset, integrated disability approach, or similar provision that reduces the STD benefit based on employer-paid leave will be deemed non-responsive.

Pre-Existing Condition Limitation: No pre-existing condition limitation shall apply to employees who enroll during the initial open enrollment period. Employees on approved leave (including FMLA, medical, military, or other employer-approved leave) at the time of the initial enrollment period shall be eligible to enroll upon return to active work without a pre-existing condition limitation, provided enrollment occurs within thirty-one (31) days of their return to active status. For employees who enroll outside of the initial enrollment period for any other reason, a pre-existing condition limitation not to exceed 12/12 may apply. Carriers must clearly disclose their pre-existing condition terms for initial enrollees, employees returning from approved leave, and late entrants in their plan design response.

E. Permanent Life / Whole Life Insurance

Provides lifelong death benefit with guaranteed-level premiums and a cash value accumulation component. Required: guaranteed issue amounts during initial enrollment; minimum face amount of \$5,000; minimum GI available amount of at least \$150,000; simplified underwriting for amounts above GI; accelerated death benefit rider for terminal illness must be included or available at no charge; dependent coverage (spouse and child) required. Plan must be portable.

F. Supplemental Dental Insurance

Provides a voluntary supplemental dental benefit designed to wrap around and enhance MSCS's existing employer-sponsored Cigna DPPO dental plans. This policy is intended to reduce employee out-of-pocket exposure not covered by the base dental plan, including major restorative coinsurance, annual maximum shortfalls, and orthodontia cost gaps. The supplemental dental policy is elected and funded entirely by the employee through payroll deduction.

Carriers must clearly disclose in their proposal how benefit payments coordinate with the Cigna DPPO base plans, including whether benefits are paid on a fixed indemnity basis or an excess/wrap benefit structure after the primary plan pays.

Required coverage categories and minimum enhancement standards:

- **Preventive (Class I):** 100%, no waiting period, no deductible — consistent with the base plan; supplemental policy should not require a duplicate deductible for preventive services
- **Basic Restorative (Class II):** Supplemental benefit must reduce employee net out-of-pocket below the 20% coinsurance of the base plan; benefit paid after primary plan processes claim
- **Major Restorative (Class III):** This is the primary gap in the MSCS base plans. Supplemental benefit must materially reduce the 40–50% employee coinsurance on crowns, bridges, dentures, and implants. **Implant coverage (including crown and abutment) is a mandatory requirement - carriers excluding implants will be deemed non-responsive for this product line.** Waiting period not to exceed 12 months; waived entirely for employees enrolling during the initial open enrollment period
- **Orthodontia (Class IV):** Required for both adults and children with no age cap (the base plans cap at age 26). Lifetime maximum of at least \$2,500 per covered person, must exceed the \$2,000–\$2,300 lifetime max already available in the base plans to constitute a genuine enhancement. Waiting period not to exceed 12 months; waived for initial enrollment
- **Annual Maximum:** Must provide meaningful additional coverage above and beyond the \$1,500, \$2,000 annual maximums of the base plans

H. Supplemental Vision Insurance

Provides a voluntary supplemental vision benefit designed to wrap around and enhance MSCS's existing employer-sponsored Cigna/EyeMed vision plan. This policy is intended to reduce employee out-of-pocket exposure for frame allowance shortfalls, contact lens cost gaps, lens enhancement costs, and out-of-network access. The supplemental vision policy is elected and funded entirely by the employee through payroll deduction.

Carriers must disclose in their proposal how benefit payments coordinate with the existing Cigna/EyeMed base plan, including whether benefits are structured as a fixed indemnity supplement, a wrap allowance, or a discount program enhancement.

Required coverage categories and minimum enhancement standards:

Eye Exam: Supplemental benefit should reduce or eliminate the \$10 copay; or provide a separate annual exam benefit for a second covered exam where the base plan has already been utilized

Frame Allowance Enhancement: The base plan provides \$130 every 24 months, the supplemental benefit must provide an additional frame allowance that materially closes the gap between the base allowance and actual retail frame costs. Minimum additional allowance of \$75 per benefit year required; frequency must improve upon the base plan's 24-month limitation

Contact Lens Allowance Enhancement: The base plan provides \$150 per year for elective contacts, the supplemental benefit must provide an additional contact lens allowance. Minimum additional allowance of \$75 per benefit year required

Lens Enhancements: The supplemental benefit should provide coverage or allowances for lens upgrades including progressive lenses, anti-reflective coating, photochromic lenses, and polycarbonate lenses, categories where the base plan provides little to no coverage

LASIK/Refractive Surgery Benefit (Optional Disclosure): Carriers are encouraged, but not required, to disclose whether their supplemental vision product includes a LASIK or refractive surgery benefit or discount program. If available, carriers should describe the structure of the benefit, including whether it is offered as a fixed dollar allowance, a percentage discount through a contracted network of refractive surgery providers, or a combination of both. Carriers should also identify any participating LASIK provider networks, applicable waiting periods, per-eye or aggregate benefit maximums, and whether the benefit applies to LASIK alternatives such as PRK or LASEK. This information will be considered a value-added feature in the evaluation of competing proposals but will not be scored as a mandatory coverage requirement.

Out-of-Network Access: The base plan's out-of-network reimbursements are minimal (\$30 for frames, \$30 for exams). The supplemental benefit should provide meaningful out-of-network reimbursement allowances for employees who choose providers outside the Cigna/EyeMed network

Frequency Improvement: For employees who need more frequent vision correction updates, supplemental coverage for an additional exam or materials purchase within a benefit year is strongly preferred

G. Optional / Supplemental Products

Vendors are encouraged to propose any of the following additional voluntary benefit products. These will be evaluated but are not mandatory for proposal consideration:

- Cancer / Specified Disease Insurance
- Legal Services Plan
- Identity Theft Protection
- Pet Insurance
- Whole Life for Dependents (Juvenile Life)
- Employee Assistance Program (EAP) value-add
- Ambulatory Services

PART VI: PLAN DESIGN SPECIFICATIONS & MINIMUM REQUIREMENTS

Vendors must complete the following plan design specification matrices for each product they are proposing. Where a vendor's proposed plan differs from the stated minimum or desired specification, the deviation must be documented in Appendix K. MSCS reserves the right to disqualify proposals that fail to meet mandatory minimums.

6.1 ACCIDENT INSURANCE - SPECIFICATIONS MATRIX

Feature	Minimum Requirement	Desired / Preferred
Coverage Basis	On and off the job	24/7 coverage
Hospital Admission Benefit	\$1,000	\$1,500+
Daily Hospital Confinement	\$100/day	\$200/day
ICU Confinement	\$200/day	\$400/day
Emergency Room Treatment	\$150 per visit	\$200+ per visit
Fracture Benefit	Scheduled (min. \$500–\$2,500)	Extended fracture schedule
Dislocation Benefit	Scheduled	Extended schedule
Ambulance Benefit	Ground and air transport required; minimum \$300 ground / \$1,000 air	\$300+ ground / \$1,500+ air; payable within 90 days of covered accident
Wellness/Health Screening	Optional rider	Included; \$50–\$100/year
Portability	Required at group rates	Required
Coverage Tiers	EE, EE+SP, EE+CH, FAM	All four tiers
GI During Initial Enrollment	Required; no health questions	Full plan amount

6.2 CRITICAL ILLNESS - SPECIFICATIONS MATRIX

Feature	Minimum Requirement	Desired / Preferred
Minimum Benefit Amount	\$5,000 lump sum	\$10,000+
Maximum Benefit Amount	\$30,000	\$50,000+
Required Covered Conditions	Heart attack, stroke, invasive cancer, organ transplant, ESRD, paralysis	Plus 10+ additional conditions
Skin Cancer	Must be covered (not excluded)	Included at full benefit
Recurrence Benefit	Required	100% of original benefit
Cancer Screening Benefit	Optional rider minimum	Included; \$50–\$75/year
Autoimmune Diseases	Systemic Lupus Erythematosus (Lupus) and Multiple Sclerosis (MS) required at minimum; carriers must disclose full list of covered autoimmune conditions	Expanded autoimmune schedule covering additional conditions beyond Lupus and MS
Portability	Required at group rates	Required
Coverage Tiers	EE, EE+SP, EE+CH, FAM	All four tiers
Spousal Coverage	Required	Up to 50% of employee amount, GI
Child Coverage	Required	Flat amount, GI, age limit 26
GI During Initial Enrollment	Required minimum \$10,000	\$20,000+

6.3 HOSPITAL INDEMNITY - SPECIFICATIONS MATRIX

Feature	Minimum Requirement	Desired / Preferred
Hospital Admission Benefit	\$500/confinement	\$1,000+
Daily Hospital Confinement	\$100/day up to 30 days	\$200/day up to 365 days
ICU Confinement	\$200/day	\$400/day
Outpatient Surgery	\$250 per occurrence	\$500+
Physician Visit Benefit	\$50 per visit	\$75+ per visit
Maternity / Childbirth	Required; same as hospital admit	Enhanced benefit
Newborn Care Rider	Required	Included
Portability	Required at group rates	Required
Coverage Tiers	EE, EE+SP, EE+CH, FAM	All four tiers
GI During Initial Enrollment	Required; no health questions	Full plan amount

6.4 VOLUNTARY SHORT-TERM DISABILITY - SPECIFICATIONS MATRIX

Feature	Minimum Requirement	Desired / Preferred
Benefit Amount	Up to 60% of gross weekly earnings	60% with \$2,500/wk max
Minimum Weekly Benefit	\$100/week	\$200/week
Maximum Weekly Benefit	\$1,500/week	\$2,500/week
Benefit Period	26 weeks (182 days), must align with LTD 180-day elimination period to ensure no gap in coverage	26 weeks
Elimination Period Options	0/7, 7/7, 14/14	0/7, 7/7, 14/14, 30/30
Definition of Disability	Own-occupation, first 12 weeks	Own-occupation, full benefit period
Mental Health Parity	Required	Required
First Day Hospital Confinement	First-day benefit trigger available for hospital confinement regardless	Required

	of elimination period selected	
Maternity Leave Coverage	Covered as any other qualifying disability; no separate waiting period or exclusion for normal pregnancy or childbirth	Required
Pre-Existing Condition Limitation	None for employees enrolling during initial open enrollment period. Employees returning from approved leave (FMLA, medical, military, or other employer-approved leave) are eligible upon return to active work without a pre-existing condition limitation, provided enrollment occurs within 31 days of return to active status. Not to exceed 12/12 for all other late entrants	Waived or none for initial enrollees and leave returnees; 6/12 for late entrants preferred
Sick Leave / PTO Offset	NONE - benefits must be payable without any offset, reduction, or coordination against accrued sick leave, PTO, vacation, or any other employer-provided paid time off. Any plan including a sick leave offset or integrated disability approach will be deemed non-responsive	No offset of any kind against accrued leave
Portability	Required at group rates	Required
GI During Initial Enrollment	Required; no EOI	Full plan amount

6.5 SUPPLEMENTAL DENTAL — SPECIFICATIONS MATRIX

Designed to wrap around and enhance MSCS's existing Cigna DPPO base dental plans. All waiting periods waived for employees enrolling during the initial open enrollment period.

Feature	Minimum Requirement	Desired / Preferred
Coordination Design	Must coordinate with Cigna DPPO base plan; carrier must disclose payment methodology (fixed indemnity or excess benefit)	Fixed indemnity or wrap benefit structure clearly disclosed
Annual Supplemental Maximum	\$1,500 per person	\$2,000+ per person
Deductible	Not to exceed \$50 individual; waived for preventive	No deductible; not duplicative of base plan deductible
Preventive (Class I)	100%; no waiting period; no deductible	No separate deductible; no duplication with base plan
Basic Restorative (Class II)	Reduces employee net cost below 20% coinsurance of base plan	80% of remaining balance after primary plan pays
Major Restorative (Class III)	Reduces employee cost on crowns and implants; implant coverage mandatory — exclusion renders proposal non-responsive	50%+ of remaining balance after primary; waiting period waived at initial enrollment
Implant Coverage	Mandatory — crown, abutment, and post included	Full implant procedure covered; no exclusions
Orthodontia — Children	Required; lifetime max must exceed \$2,300 (current base plan cap)	\$3,000+ lifetime max
Orthodontia — Adults	Required; NO age cap (base plan stops at age 26)	\$3,000+ lifetime max; no age restriction
Waiting Periods — Initial Enrollment	Waived across all categories for initial open enrollment	Required
Network Access	Must be compatible with Cigna DPPO network or allow any licensed dentist	Broad PPO network or open indemnity design
Coverage Tiers	EE, EE+SP, EE+CH, Family	All four tiers required
GI During Initial Enrollment	Required; no health questions; no waiting periods	Full plan amount, all tiers
Portability	Required at group rates upon termination	Required

6.6 SUPPLEMENTAL VISION — SPECIFICATIONS MATRIX

Designed to wrap around and enhance MSCS's existing Cigna/EyeMed base vision plan. Key gaps in the base plan: \$130 frame allowance every 24 months, \$150 contact lens allowance, and minimal lens enhancement coverage.

Feature	Minimum Requirement	Desired / Preferred
Coordination Design	Must wrap around Cigna/EyeMed base plan; disclose payment methodology	Fixed indemnity or wrap allowance structure clearly disclosed
Exam Benefit	Copay reduction or supplemental exam benefit	\$0 copay or \$50+ standalone exam benefit
Additional Frame Allowance	\$75+ above base plan's \$130 allowance	\$100–\$150 additional allowance; annual frequency
Frame Frequency	Must improve upon base plan's 24-month limitation	Annual frame benefit preferred
Additional Contact Lens Allowance	\$75+ above base plan's \$150 allowance	\$100+ additional allowance
Lens Enhancements	Progressive lenses, anti-reflective coating, and photochromic lenses covered at minimum	Full lens enhancement schedule; polycarbonate included
Out-of-Network — Exam	\$50+ allowance (vs. base plan's \$30)	\$75+ allowance
Out-of-Network — Frames	\$75+ allowance (vs. base plan's \$30)	\$100+ allowance
Out-of-Network — Contacts	\$100+ allowance (vs. base plan's \$75 elective)	\$125+ allowance
Coverage Tiers	EE, EE+SP, EE+CH, Family	All four tiers required
GI During Initial Enrollment	Required; no health questions	Full plan, all tiers
Benefit Frequency	Annual for all categories	Annual with no rollover forfeiture
Portability	Required at group rates upon termination	Required

6.7 PERMANENT LIFE / WHOLE LIFE - SPECIFICATIONS MATRIX

Feature	Minimum Requirement	Desired / Preferred
Minimum Face Amount	\$5,000	\$10,000
Maximum Face Amount	\$100,000	\$300,000+
Premium Type	Guaranteed level	Guaranteed level for life
Cash Value Accumulation	Required	Guaranteed interest rate disclosed
Accelerated Death Benefit	Terminal illness rider - no charge	Chronic illness rider also available
Waiver of Premium	Available as optional rider	Included or low-cost rider
Dependent Coverage (Spouse)	Required	GI up to \$25,000 during initial enrollment
Dependent Coverage (Children)	Required	Flat amount; GI
Simplified Underwriting (above GI)	Required	Streamlined - no paramedical exam
GI During Initial Enrollment	Minimum \$20,000	\$150,000+
GI for Newly Eligible Employees	Required within 31 days of hire	Required
Portability	Required at group rates	Required - individual policy issued

PART VII: GUARANTEED ISSUE REQUIREMENTS

Guaranteed Issue (GI) provisions are of critical importance given MSCS's workforce size and the nature of voluntary enrollment. MSCS expects meaningful GI amounts that provide genuine financial protection to employees without requiring Evidence of Insurability (EOI). Proposals with inadequate GI provisions will be scored accordingly in the evaluation.

7.1 GI MINIMUM REQUIREMENTS BY PRODUCT

Product	Minimum GI - Employee	Minimum GI - Spouse	GI for Newly Eligible Employees
Accident Insurance	Full plan amount	Full plan amount	Full plan amount within 31 days
Critical Illness	\$10,000	\$5,000	\$10,000 within 31 days
Hospital Indemnity	Full plan amount	Full plan amount	Full plan amount within 31 days
Short-Term Disability	Maximum benefit amount	N/A	Full plan amount within 31 days
Permanent Life	\$150,000	\$25,000	\$150,000 within 31 days

7.2 ADDITIONAL GI REQUIREMENTS

Vendors must address the following GI scenarios in their proposal:

- Employees actively at work on the effective date: All employees actively at work must be eligible for GI amounts during the initial enrollment period without EOI, subject to the limits above
- Employees on approved leave (FMLA, medical, military): GI eligibility for employees returning from approved leave within 60 days of the effective date
- Late entrants: Describe the maximum GI available to employees who enroll outside the initial enrollment period due to a qualifying life event
- Spousal GI: Describe any working spouse restrictions or conditions that apply to spousal GI
- GI for dependent children: Confirm children are covered at GI amounts without EOI during initial enrollment through at least age 17

7.3 MAXIMUM AVAILABLE GI (VENDORS TO COMPLETE)

Vendors must disclose in Tab E of their proposal the maximum GI amounts available for each product and tier, along with any group-size thresholds that affect GI availability for a group of MSCS's size.

PART VIII: TECHNOLOGY, EDI & PLATFORM REQUIREMENTS

Enrollment for voluntary worksite benefits will be administered through MSCS's existing Benefits Administration (Ben Admin) platform. Carriers are not required to provide a standalone enrollment system. However, all selected vendors must integrate fully with the designated Ben Admin system to ensure seamless eligibility management, data exchange, and ongoing administration.

8.1 MANDATORY INTEGRATION REQUIREMENTS

Requirement	Standard	Mandatory / Preferred
EDI 834 Transaction Support	Must accept ANSI X12 834 enrollment files	Mandatory
EDI File Frequency - Open Enrollment	No less than daily during OE window	Mandatory
EDI File Frequency - Off-Cycle	No less than weekly during non-OE periods	Mandatory
API Connectivity	Real-time or batch API integration	Strongly Preferred
New Hire / QLE Processing	Within 2 business days of file receipt	Mandatory
Termination Processing	Within 2 business days of file receipt	Mandatory
Discrepancy Resolution	Within 5 business days of identified discrepancy	Mandatory
Implementation Timeline - EDI	No more than 90 days from contract execution	Mandatory
Implementation Timeline - API	No more than 120 days from contract execution	Preferred

8.2 SELF-SERVICE PORTAL REQUIREMENTS

Vendors must provide employees with an online self-service portal that includes:

- Online claims submission and status tracking
- Beneficiary designation and management
- Certificate of insurance access and download
- Coverage summary and plan document access
- Mobile-responsive design (accessible on smartphone and tablet)
- Secure login with industry-standard authentication

8.3 REPORTING & ANALYTICS REQUIREMENTS

Vendors must provide the following reporting capabilities to Alliant Insurance Services, Inc. and MSCS:

- Quarterly enrollment summary reports by product and coverage tier
- Quarterly claims activity reports by product
- Annual utilization analysis
- Annual rate renewal analysis
- Ad hoc reporting capability upon request

All reports must be delivered within 15 business days following the close of each calendar quarter and made available in electronic format (Excel or PDF).

8.4 DATA SECURITY & TECHNOLOGY CERTIFICATIONS

Vendors must disclose in Tab F of their proposal:

- Current SOC 2 Type II certification status and report period (a copy of the SOC 2 Type II report summary will be required upon award)
- Any HITRUST CSF certification status
- Encryption standards in use for data in transit and at rest
- Any data breaches or security incidents in the past 5 years involving employer group data
- System uptime SLA during open enrollment periods (minimum 99.5% required)
- Disaster recovery and business continuity plan summary

PART IX: IMPLEMENTATION & TRANSITION REQUIREMENTS

MSCS anticipates an effective date of January 1, 2027, with an open enrollment window targeted for October 1 through November 30, 2026. All implementation activities must be completed in advance of the open enrollment launch date.

9.1 IMPLEMENTATION TIMELINE REQUIREMENTS

Before the respondent's contract is fully executed, the parties will discuss and agree upon a defined timeline

9.2 TRANSITION FROM INCUMBENT CARRIERS

The selected vendor(s) must provide a transition plan addressing:

- Continuity of coverage for employees currently enrolled with incumbent carriers - no employee should experience a gap in coverage
- Pre-existing condition credit for employees transitioning from incumbent coverage
- Handling of in-flight claims from the incumbent carrier during transition
- Communication strategy for affected employees explaining the transition
- Coordination with MSCS's Ben Admin platform to ensure accurate prior coverage records are maintained

9.3 IMPLEMENTATION TEAM REQUIREMENTS

Vendors must assign a dedicated implementation project manager for the MSCS account. The implementation team must include at minimum: (1) implementation project manager; (2) EDI/technical integration specialist; (3) communications/employee education coordinator. Contact information and response time commitments for each team member must be provided.

PART X: CLAIMS ADMINISTRATION STANDARDS

The following claims administration standards represent the minimum required performance levels. Vendors must propose performance guarantees for each metric and define financial penalties for non-performance in their proposal.

10.1 REQUIRED CLAIMS PERFORMANCE STANDARDS

Performance Metric	Required Standard	Penalty for Non-Compliance
First Notice of Loss (FNOL) Acknowledgement	Within 2 business days of receipt	To be proposed by vendor
Initial Claim Determination	Within 10 business days of complete submission	To be proposed by vendor
Claim Determination - Complex Claims	Within 20 business days of complete submission	To be proposed by vendor
Appeals Decision - First Level	Within 15 business days of receipt	To be proposed by vendor
Appeals Decision - External Review	Within 45 days per applicable state law	Per applicable law
Clean Claim Payment Rate	98% or higher over any rolling 12-month period	To be proposed by vendor
EFT/Direct Deposit Payment Availability	Required for all product lines	N/A
Billing Reconciliation Turnaround	Within 5 business days of monthly billing close	To be proposed by vendor
Employee Complaint Resolution	Within 5 business days of receipt	To be proposed by vendor

10.2 CLAIMS SUBMISSION METHODS

All vendors must support the following claims submission channels:

- Online portal - available 24/7 with real-time submission confirmation
- Mobile app or mobile-responsive web portal
- Paper claim submission with pre-addressed envelopes provided to employees
- Telephone claims reporting for critical illness and disability products

10.3 CLAIMS REPORTING

Vendors must provide quarterly claims activity reports to Alliant Insurance Services, Inc. and MSCS including: number of claims by product; average claim determination time; denial rates by reason code; appeal rates and outcomes; and total benefits paid. Annual claims analysis must include year-over-year trend data.

PART XI: DATA SECURITY & PRIVACY REQUIREMENTS

11.1 GENERAL REQUIREMENTS

All vendors who receive MSCS employee data - including census data, enrollment data, claims data, or any other Personally Identifiable Information (PII) or Protected Health Information (PHI) - must comply with the following requirements in addition to all applicable federal and state privacy laws.

11.2 REQUIRED CERTIFICATIONS & STANDARDS

- SOC 2 Type II certification is required. A current SOC 2 Type II report summary (within the past 12 months) must be provided to Alliant upon contract award.
- HITRUST CSF certification is strongly preferred. Vendors with HITRUST certification will receive favorable scoring.
- Vendors must disclose any data breaches, ransomware incidents, or material security events involving employer group data in the past five (5) years, including the nature of the incident, data affected, and remediation steps taken.

11.3 DATA HANDLING REQUIREMENTS

- All MSCS employee data must be encrypted in transit (TLS 1.2 or higher) and at rest (AES-256 or equivalent)
- Vendor must maintain a HIPAA-compliant data handling program and execute a Business Associate Agreement (BAA) with MSCS prior to receiving any PHI
- Vendor must limit access to MSCS data to only those employees who require access to perform contracted services
- Subcontractors or third-party administrators who access MSCS data must be disclosed (Appendix M) and must be subject to equivalent data security requirements
- Upon contract termination, vendor must return or destroy all MSCS data within 30 days of written request and provide written certification of destruction

11.4 BREACH NOTIFICATION

In the event of a suspected or confirmed data breach involving MSCS employee data, the vendor must: (1) notify MSCS and Alliant Insurance Services, Inc. within forty-eight (48) hours of discovery; (2) provide a written incident report within five (5) business days; (3) cooperate fully with MSCS's breach response; and (4) bear the cost of any required notification to affected employees as required by applicable law.

PART XII: PAYROLL & ADMINISTRATIVE INFRASTRUCTURE

12.1 PAYROLL DEDUCTION SPECIFICATIONS

MSCS operates on a bi-weekly payroll cycle for the majority of employees. Voluntary benefit premiums will be collected via payroll deduction. Vendors must confirm the following capabilities and disclose any limitations in Tab F of their proposal:

Specification	MSCS Context
Payroll Frequency	20 and 24 pay periods
Deduction Basis	Pre-tax via Section 125 Cafeteria Plan where applicable
Deduction Change Cutoff	To be confirmed during implementation planning
Multiple Carrier Deductions	Multiple voluntary carriers must be accommodatable simultaneously
Deduction Format	Electronic deduction file provided to vendor bi-weekly
Reconciliation Process	Vendor must reconcile deduction file to billing monthly

12.2 BILLING & RECONCILIATION

Vendors must provide monthly billing statements to MSCS that clearly reflect: total enrolled employees by product and tier; total premium due; any adjustments for new enrollments, terminations, or coverage changes; and year-to-date billing history. Billing discrepancies must be resolved within five (5) business days of identification. Vendors must support electronic billing and payment.

PART VI: APPENDICES

APPENDIX A: SPECIAL TERMS AND CONDITIONS FOR RFP'S

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to individual bid request. It shall be the Vendor's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. SCBE shall bear no responsibility for monitoring the Vendor's compliance with said legal requirements. If the Vendor fails to maintain legal compliance, SCBE may find said Vendor in default.

1. REQUEST FOR PROPOSALS (RFP)

- a. DIRECTIONS: SCBE invites all interested and qualified vendors to submit proposals to this RFP in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.
- b. DEFINITIONS: For the purpose and clarity of this document only, "SCBE" will mean The Memphis-Shelby County Schools. Also, for the purpose and clarity of this document, "Vendor" will mean any reliable and interested broker, vendor, supplier, vendor, and/or manufacturer that wishes to respond to this RFP.

2. GENERAL REQUIREMENTS

- a. AUTHORIZED DEALERS: If applicable, Only authorized dealers may submit a proposal on requested equipment. At the discretion of SCBE, a certificate, executed by the manufacturer may be requested stating that the Vendor is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.
- b. INSPECTIONS: SCBE reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this RFP for as long as may be considered necessary by SCBE. All expenses of the inspectors shall be borne by SCBE. The presence of the inspectors at the site of manufacture of the products shall not relieve the Awarded Vendor of responsibility for faulty workmanship of materials that may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for SCBE, every facility shall be afforded inspectors by the manufacturers for the pursuance of their work.
- c. TYPES OF PURCHASES: These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various public and charter schools, offices, or to any designated warehouse or warehouses in Shelby County.
- d. SINGLE PRICE: Unless otherwise specified in the General Terms and Conditions attached to this RFP, the Vendor will not be allowed to offer more than one price on each item even though the vendor may feel that it has two or more types or styles that will meet specifications. Vendor must determine which to offer. If said Vendor should submit more than one price on any item, all prices for that item will be rejected.
- e. AGGREGATE BIDS: Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of SCBE. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.
- f. MINIMUM REQUIREMENTS: Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Vendor shall call said conflict to the attention of SCBE Director of Procurement for a decision before proceeding with any work.

- g. **USE OF BRAND NAMES:** If applicable, Brand names and model numbers are offered as a reference for Vendors as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of SCBE.
- h. **PRODUCT OFFERED BY THE VENDOR:** The product offered by the Vendor shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the contract, the Vendor shall offer to SCBE a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- i. **COMPLIANCE WITH SPECIFICATIONS:** The Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Procurement Director. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to SCBE, which would provide sufficient data to enable SCBE to judge the Vendor's compliance with the specifications.
- j. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Vendor, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to SCBE to the specification as written. Any deviation by the Awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.
- k. **Piggyback 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 or services. 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.

Each participating jurisdiction or agency shall enter into its own contract with the Awarded Respondent(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Awarded Respondent. SCBE does not assume any responsibility other than to obtain pricing for the specifications provided.

3. CONFLICT OF INTEREST

- i. In accordance with policy 1013 Superintendent Code of Ethics SCBE has promulgated Ethics Policies, which cover conflict of interest, financial disclosure, and lobbying. All respondents are expected to comply with any and all SCBE Ethics Policies that may apply to them individually or as a business entity.
- ii. All respondents should carefully review the conflict-of-interest policies. Specific attention should be accorded to SCBE Ethics Policies (SCBE Policy 1013) prohibiting SCBE employees from benefiting from business with the school system.
- iii. All respondents are placed on notice that all questions/interpretations concerning SCBE Ethics Policies may be submitted to the Ethics Review Panel in accordance with SCBE Policy 1013.

4. 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.

5. FEDERAL GRANT FUNDS

- a. The Respondent understands that federal grant funds may be used in connection with orders issued under the contract and agrees to maintain compliance with all Federal regulations.

6. PROPOSAL SUBMISSION

- a. **KNOWLEDGE OF TERMS AND CONDITIONS:** Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications of this RFP before submitting a proposal response. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Vendors.
- b. **SUBMISSION:** Proposals must be delivered to the Procurement Office, 160 S Hollywood Street, Room 126, Memphis, TN 38112. Vendors must submit a proposal as specified in the General Terms and Conditions. Vendors shall retain one (1) copy of the proposal for their files. Proposals must be signed and submitted by an authorized representative of the company. Each Vendor may attach a letter of explanation to the proposal, if so desired (or required), to provide an explanation of any detail(s) in the proposal. This letter may not be used to offer optional or alternative proposals or pricing.
- c. **FORMAT:** Signed proposals must be delivered in sealed, opaque envelopes and clearly marked on the outside with: Name of Vendor, Due Date, RFP Number and Title. SCBE shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the Proposal. A facsimile document shall not be considered a valid response to the RFP.
- d. **VENDOR ADDRESS:** Each proposal must show the full business address, telephone number, email address and fax number of the Vendor and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the proposal and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or emailed to the address shown on the proposal in the absence of written instructions from the Vendor to the contrary.
- e. **PARTNERSHIPS:** Proposals by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.
- f. **CORPORATIONS:** Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing on behalf of the corporation shall be furnished. Anyone signing the proposal as agent shall file satisfactory evidence of authorization to do so.
- g. **CERTIFICATES AND AFFIDAVITS:** All Vendors shall be required to complete the certificates and/or affidavits that are incorporated into the General Terms and conditions of this RFP. Such documents are required by local, state, or federal funding agencies of SCBE as part of the bidding process. The documents may include: Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Minority Business Enterprise affidavit, and when applicable, Asbestos Free Certification.
- h. **SAMPLES:** When indicated in the General Terms and Conditions, a properly tagged sample and descriptive data shall be submitted to the address specified no later than the date specified in the Schedule of Events included in the General Terms and Conditions. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the RFP number. SCBE will not be responsible for any samples not picked up within 30 days of the notification of Vendors to do so. Samples may be retained by SCBE until Vendors are notified to

remove them. Vendors agree that SCBE will incur no liability for samples that are damaged, destroyed, lost, or consumed in testing processes. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.

- i. **SPECIAL SAMPLES WITH CERTIFIED APPROVAL:** Some successful Vendors shall be required to submit two (2) samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the proposal and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.
- j. **PROPOSAL PREPARATION FEES:** SCBE will not be responsible for any costs incurred by a Vendor in preparing and submitting a proposal response.
- k. **PROPOSAL EVALUATION:** Proposal responses will be evaluated for compliance with detailed scope of services and/or specifications. The specifications shall vary with each individual RFP issued, and the award shall be made in accordance with the General Terms and Conditions. Consideration will be given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Vendor, and the ability of the Vendor to perform satisfactorily. Evaluation may also be made for other factors, such as serviceability, functional suitability, workmanship, safety in use, and overall product quality, where acceptability may be determined on the basis of professional judgment and educational application. SCBE will consider the Vendor's record and performance of any prior contracts with SCBE, federal departments or agencies, or with other public bodies.
- l. **RECOMMENDATION OF AWARD:** Recommendation of an award of a contract will be made in accordance with the General Terms and Conditions.

7. RESOLUTION FOR PROTEST AND DISPUTES

The Procurement Director shall attempt to resolve informally all protests of bid award recommendations. Vendors are encouraged to present their concerns promptly to the buyer for consideration and resolution. Open dialogue is helpful for all parties and disputes are often only a misunderstanding of the evaluation process.

A. RIGHT TO PROTEST

Prior to the commencement of an action in court concerning a protest, any vendor who claims to be aggrieved in connection with a solicitation, the solicitation process, or a pending award of a contract may protest to the Buyer. In writing. The Procurement Director shall attempt to resolve informally all protest of award recommendations. The Protest shall be submitted in writing within seven (7) days after such claimant knows or should know of the facts giving rise to the protest.

1. An aggrieved respondent of standing or Vendor may protest to the Buyer a proposed award of a contract for supplies, equipment, services, or maintenance. A respondent of standing is a respondent who would be directly next in line for an award should the protest be supported.
 - a. The protest shall be in writing addressed to the Buyer with a copy to the Procurement Director and shall include the following:
 - The name address and telephone number(s) of the protester.
 - Identification of the solicitation
 - Statement of reasons for the protest
 - Supporting documentation to substantiate the claim.
 - The remedy sought.
2. The protest must be filed with the Procurement Office within seven (7) calendar days of the recommendation of award or notification to the respondent or Vendor that their bid or proposal will be rejected.

3. A vendor who does not file a timely protest before the contract is executed by the Board is deemed to have waived any objection.
4. The Procurement Director shall inform the Chief Financial Officer (CFO) upon receipt of the protest.
5. The Procurement Director shall confer with the general counsel prior to issuance of a decision regarding disputes of contracts or awards.

B. BOND REQUIREMENTS

1. Neither a protest nor a stay of award shall proceed under this section unless the protesting party posts a protest bond. The protesting party shall post with the Procurement Director, at the time of filing a notice of protest, a bond payable to the Shelby County Board of Education in the amount of five percent (5%) of the lowest cost proposal evaluated or, if a protest is filed prior to the opening of cost proposals, the bond payable shall be five percent (5%) of the estimated maximum liability provided in the procurement document. The protest bond shall be in form and substance acceptable to the Shelby County Board of Education and shall be immediately payable to the Shelby County Board of Education conditioned upon a decision by the protest committee that:
 - a. A request for consideration, protest, pleading, motion, or other document is signed, before or after appeal to the Chief Financial Officer, in violation of subsection (b).
 - b. The protest has been brought or pursued in bad faith; or
 - c. The protest does not state on its face a valid basis for protest.
2. The bond shall be payable to the Shelby County Board of Education for any other reason approved by the Procurement Office. The Board of Education shall hold the protest bond for at least eleven (11) calendar days after the date of the final determination by the Procurement Director. If the protesting party appeals the Procurement Director's determination to the protest committee, the Procurement Director shall hold the protest bond until instructed by the General Counsel Office to either keep the bond or return it to the protesting party.
3. At the time of filing notice of a protest of a procurement in which the lowest bid or lowest evaluated cost proposal is less than one million dollars (\$1,000,000), a minority-owned business, woman-owned business, service-disabled veteran-owned business, or small business protesting party may submit a written petition for exemption from the protest bond requirement of subsection (c). The petition shall include clear evidence of a minority-owned business, woman-owned business, service-disabled veteran-owned business, or small business status. On the day of receipt, the petition shall be given to the Procurement Director. The Procurement Director has seven (7) calendar days in which to make a determination. If an exemption from the protest bond requirement is granted, the protest shall proceed as though the bond were posted. Should the Procurement Director deny an exemption from the requirement, the protesting party shall post the protest bond with the Procurement Director as required in subsection (c) within five (5) calendar days of the determination.

C. APPEAL OF CONTRACT AWARD DECISION

1. The Procurement Director shall issue a decision in writing. Any decision of an award protest may be appealed to the CFO within seven (7) days of issuance of the decision by the Procurement Director
2. Any decision of an award protest may be appealed to the Superintendent within seven (7) days of issuance of the decision by the Chief Financial Officer.
3. The Superintendent will evaluate the issues involved and render a decision. The decision of the Superintendent is final.

8. CONTRACT TERM

The Vendor shall refer to the General Terms and Conditions attached to the RFP for details regarding the Term of Contract for this solicitation.

9. COMMENCEMENT OF SERVICES

SCBE shall have no obligation to pay for services performed before SCBE approves the contract or after it ends. SCBE shall have no obligation to pay for services in excess of the monetary amount of the award. SCBE shall have no obligation to pay for services before a purchase order is issued.

10. ADDENDA

- a. **INQUIRIES:** No interpretation of the meaning of the specification or other documents will be made to any Vendor orally. To be given consideration, inquiries must be received as outlined in Part II Item 4.0. Unless otherwise specified in the General Terms and conditions, inquiries are to be emailed to the Buyer, "INQUIRY" and the RFP name and number must be noted on the envelope. Alternatively, inquiries may be e-mailed to the Buyer. The subject field of the e-mail must include "INQUIRY" and the Bid name and number.
- b. **ISSUANCE:** Any changes to the RFP specifications will be made through the appropriate addenda. Failure of any Vendor to receive such addenda or interpretation shall not relieve any Vendor from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

11. ANNULMENTS AND RESERVATIONS

- a. **RIGHT TO REJECT:** SCBE reserves the right to exercise its statutory option to reject any or all proposals and re-advertise for other proposals. SCBE reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and SCBE also reserves the right not to order any items(s) within the proposal.
- b. **WAIVER OF TECHNICAL DEFECTS:** SCBE reserves the right to waive technical defects, if in its judgment the interest of SCBE shall so require.
- c. **CONTRACT RESERVATIONS:** SCBE reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon SCBE materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of SCBE to damages for the breach of any covenant of the contract by the Vendor. Should the Vendor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including, but not limited to, Acts of God, war, flood, governmental restrictions, or the inability to obtain transportation, SCBE reserves the right to purchase the required articles in the open market or to complete the required work at the expense of the Vendor. Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of God, war, flood, governmental action, or the inability to obtain transportation, SCBE reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.
- d. **AUTHORITY TO DEBAR OR SUSPEND** The Procurement Director shall have the authority to request debar a person or company for cause from consideration for award of contracts.

12. TERMINATION OF CONTRACT

- a. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** SCBE may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. SCBE shall pay for all the purchases, if any, incurred up to the date of the termination notice.

- b. **TERMINATION FOR DEFAULT:** When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of SCBE. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the vendor, this Contract may be terminated.
- c. **TERMINATION FOR CONVENIENCE:** SCBE has the right to terminate this Agreement at any time, without any liability, upon five (5) days prior written notice to Vendor, provided that Vendor shall be compensated for services rendered prior to the date of termination.
- d. Each participating jurisdiction and/or local educational agency (LEA) public school district has the right to withdraw from the terms of the contract without showing cause, by providing thirty (30) calendar days' written notice to the vendor(s). The participating jurisdiction/ LEA shall pay all reasonable costs incurred by the vendor(s) up to the date of termination. The vendor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

Language to support Termination for Convenience by the vendor shall be so stipulated in the contract document between jurisdiction/ LEA and the vendor(s). Such language, when included, shall take precedence over the language of this specification.

13. GOVERNING LAW & VENUE

- a. The RFP shall be construed in accordance with, and interpreted under, the laws of the State of Tennessee. Any lawsuits arising out of such RFP shall be filed in the Circuit Court of Memphis, Tennessee.

14. CONTRACT TERMS AND CONDITIONS

- a. **SUBMISSION OF INVOICES:** Supplier agrees to accept the line item price on the purchase order as final payment. All invoices are to be submitted promptly showing Purchase Order number, and name and address of recipient and mailed to SHELBY COUNTY BOARD OF EDUCATION, Accounts Payable Office, Room 160 S. Hollywood St., Room 250, Memphis, TN 38112 (unless otherwise noted). **Vendors must receive written authorization from The Procurement Office to redirect invoice submission to another location other than Accounts Payable.**
- b. **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify the SCBE Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.
- d. **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by SCBE, then SCBE shall have no obligation to pay for the stale invoices.
- e. **CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of SCBE. Vendor and its employees, agents, volunteers and vendors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Vendor shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Vendor and SCBE for the mutual disclosure of such records by

and among the Vendor, SCBE and SCBE’ employees, agents, volunteers and vendors.

f. **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless the SHELBY COUNTY BOARD OF EDUCATION, Superintendent and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the SCBE and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of direct or indirect, willful, or negligent act or omission of the Vendor or its employees, agents, or volunteers.

g. **INSURANCE:**

All vendors must provide a Certificate of Insurance evidencing the minimum coverages listed below. Certificates must be submitted with the proposal and kept current throughout the full contract term. All policies must include a thirty (30) day notice of cancellation provision. Alliant Insurance Services, Inc. and MSCS must be named as Additional Insureds on the Commercial General Liability policy.

Coverage Type	Required Minimum Limit	Notes
Commercial General Liability	\$2,000,000 / occurrence; \$4,000,000 aggregate	MSCS + Alliant as Additional Insureds required
Professional Liability / E&O	\$5,000,000 / occurrence; \$5,000,000 aggregate	Must cover voluntary benefits admin and claims
Workers' Compensation	Statutory limits per applicable state law	Required for all vendor employees
Cyber Liability / Data Breach	\$5,000,000 / occurrence	Required; covers PHI, PII, and cyber events
Directors & Officers Liability	\$1,000,000 / occurrence	Required for insurance carriers
Crime / Fidelity Bond	\$1,000,000 / occurrence	Required if vendor handles premium funds

Please contact Risk Management, Sandra Burgess, burgessse@scsk12.org or 416-1997 with any questions.

h. **NON-ASSIGNABILITY:** This contract shall not be assigned, or services subcontracted in whole or in part without the written consent of SCBE. Any attempt to do so without such written consent shall be null and void of no effect.

i. **INDEPENDENT VENDOR:** Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.

- j. GENERAL RECORDS CLAUSE: Vendor's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by SCBE and made available by the Vendor to SCBE and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulations.
- k. SOLE AGREEMENT: This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties. Any prior verbal agreements or proposals shall not be considered a part of this Contract.
- l. PROTECTION OF PROPERTY: Vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at SCBE sites and all material furnished by SCBE ("Property"). If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to SCBE as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.
- m. PUBLIC STATEMENTS: Vendor shall not use or reference the Name or Emblem of SCBE in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law regulation or the requirements of any listing agreement with any applicable stock exchange) without the prior written consent of SCBE, which consent will not be unreasonably withheld. Purchase by SCBE of any articles, material, merchandise, or service does not imply that SCBE has either adopted or endorsed the product of service, and the use by any manufacturer, Vendor, merchant or other person of the name or emblem of SCBE in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of SCBE is prohibited by the United States Criminal Code - Section 706.

15. CHANGES IN TERMS OR DELIVERY/COMPLETION DATE

After award of individual contracts, any questions or correspondence related but not limited to the following matters must be directed to the PROCUREMENT OFFICE SHELBY COUNTY BOARD OF EDUCATION, MEMPHIS, TENNESSEE, 38112, in writing:

In the event of strikes, Acts of God, or other circumstances beyond the vendors control which prevent completion of service or delivery, the vendor must secure temporary contractual relief. The circumstances and duration must be stated by the vendor in writing and be forwarded to the PROCUREMENT OFFICE within ten (10) days after their development. Contractual relief shall be only that which is acceptable to and in agreement with the PROCUREMENT OFFICE, for those goods and services which are necessary for the day to day needs of SCBE.

APPENDIX B: ADDENDUM ACKNOWLEDGEMENT

**RFP #060926LB
MSCS Voluntary Worksite Benefits**

(If applicable) Please complete and return with your bid response.

I, the undersigned, acknowledge the receipt of the following addenda to this solicitation.

Addendum #1- Date Received _____

Addendum #2 - Date Received _____

Addendum #3 - Date Received _____

Addendum #4 - Date Received _____

Signature

Title

Vendor Name

Email

Contact Phone Number

APPENDIX C: REFERENCES

**RFP #060926LB
MSCS Voluntary Worksite Benefits**

1.

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

2.

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

3.

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

*******Provide detailed reference testimonials for all references listed**

APPENDIX D: NON-COLLUSION CERTIFICATE

(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)

RFP #060926LB

MSCS Voluntary Worksite Benefits

I HEREBY CERTIFY that I am the _____ and the duly authorized

representative of _____

whose address is _____ and

THAT NEITHER I nor, to the best of my knowledge, information, and belief, the above firm nor any of its other representatives I here represent:

- (a) Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the RFP or offer being submitted herewith;
- (b) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the RFP price or price proposal of the respondents or Vendor herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within RFP or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

(SIGNATURE)

(DATE)

(PRINTED OR TYPED NAME)

Subscribed and sworn before me this _____ day of _____, 20__.

x _____ Notary Public

My commission expires: _____

APPENDIX E: DEBARMENT AFFIDAVIT
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)
RFP #060926LB
MSCS Voluntary Worksite Benefits

**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.

Signature of:

x _____
Respondent, if the respondent is an individual

x _____
Partner, if the respondent is a partnership

x _____
Officer, if the respondent is a corporation

Subscribed and sworn before me this _____ day of _____, 20__.

x _____ Notary Public

My commission expires: _____

APPENDIX F: ANTI-BRIBERY AFFIDAVIT
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)
RFP #060926LB
MSCS Voluntary Worksite Benefits

_____, being first duly sworn deposes and says that he is an officer in the organization known as _____ and the party making a certain proposal or RFP dated, _____ 20___, to the Shelby County of Education:

I further confirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business (as in defined in Section 39-16-101 of the State of Tennessee Code of Ethics Ordinance or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 39-16-102 Bribery of Public Servant has been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of Tennessee Law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court or administrative body, sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

Signature of:

x _____
Respondent, if the respondent is an individual

x _____
Partner, if the respondent is a partnership

x _____
Officer, if the respondent is a corporation

Subscribed and sworn before me this _____ day of _____, 20___.

x _____ Notary Public

My commission expires: _____

APPENDIX G: CERTIFICATE OF INSURANCE COVERAGE
(TO BE SUBMITTED WITH PROPOSAL)
RFP #060926LB
MSCS Voluntary Worksite Benefits

VENDOR NAME: _____

ADDRESS: _____

NAME OF SURETY: (TYPE OR PRINT) _____

NAME OF AGENT: (TYPE OR PRINT) _____

AGENT'S PHONE NO: _____

The below signed hereby certifies that the following information is true and correct. [Please note there may be other minimum coverage requirements based on the specifics of the project. Please see Appendix A-16 (Contract Terms and Conditions) – g (Insurance).]

TYPE OF COVERAGE	MINIMUM REQUIRED LIMITS	POLICY OR BINDER NUMBER	ACTUAL LIMITS PROVIDED	EXPIRATION DATE
Commercial General Liability	\$2,000,000 / occurrence; \$4,000,000 aggregate MSCS + Alliant as Additional Insureds required			
Professional Liability / E&O	\$5,000,000 / occurrence; \$5,000,000 aggregate Must cover voluntary benefits admin and claims			
Workers' Compensation	Statutory limits per applicable state law Required for all vendor employees			
Cyber Liability / Data Breach	\$5,000,000 / occurrence Required; covers PHI, PII, and cyber events			
Directors & Officers Liability	\$1,000,000 / occurrence Required for insurance carriers			
Crime / Fidelity Bond	\$1,000,000 / occurrence Required if vendor handles premium funds			

Complete form "CERTIFICATION OF INSURANCE COVERAGE" or

Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:

SCBE is hereby named as Additional Insured.

The policy(s) cannot be reduced or canceled without at least forty-five (45) days' prior written notice to SCBE.

The insurance company is prohibited from pleading government function in the absence of any specified written authority from SCBE.

The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

Regardless of the method used, the form MUST be totally complete, MUST show that all Limits of Insurance are or will be met, and MUST be signed by the Agent.

Failure to provide the required insurance coverage by either of the two (2) methods described above when the RFP is submitted may result in rejection of your RFP as being non-responsive.

(AUTHORIZED AGENT'S SIGNATURE)

(DATE)

APPENDIX H: MSCS PLOICY 2011 LOCAL PREFERENCE PURCHASING
Shelby County Board of Education

Issued Date: 01/29/13
Revised: 08/31/21

LOCAL PREFERENCE PURCHASING # 2011

I. PURPOSE

To give a local preference to businesses located in Shelby County, Tennessee for the purchase of supplies, materials, equipment, and services.

II. SCOPE

This policy applies to District level contracts with a total dollar purchase greater than \$25,000.

III. DEFINITION

- A. Local Preference Purchasing means giving preference to businesses located within Shelby County, Tennessee in the purchase of personal property, materials, and contractual services and in constructing improvements to real property or to existing structures.
- B. Local Business means a vendor or contractor who holds a valid license to do business in Shelby County, Tennessee; has a street address within the limits of said locality for a continuous period of at least six (6) months prior to bid or proposal opening date; and has proof that Shelby County Personal Taxes are current (applies to local businesses who have been doing business in Shelby County, Tennessee for a year or more).

IV. POLICY STATEMENT

The Shelby County Board of Education recognizes that a significant amount of funds are spent on purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures. The Board also recognizes that dollars used in making purchases are derived largely from revenues generated from businesses located within Shelby County, Tennessee. The Board believes that funds generated in the community should be placed back into the local economy. Therefore, it is the policy of Shelby County Board of Education to provide a preference to local businesses in procurement transactions whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

In the bidding of, or letting for procurement of supplies, materials, equipment and services, with a total price greater than \$25,000, if the lowest responsive bidder is a regional or nonlocal business, then all bids received from Local Businesses are decreased by five (5) percent. The original bid is not changed; the five (5) percent is calculated only for the purpose of determining the Local Preference. The Local Preference cost differential is not to exceed one hundred thousand dollars (\$100,000.00).

In the case of request for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, Local Businesses will be assigned five (5) percent of the total evaluation points up to a maximum of five (5) points.

In the event of a tie between a local and non-local business, favor shall be given to the Local Business and a coin toss method will be used to break ties between two (2) or more local businesses meeting said specifications.

Exceptions

This preference shall not apply to purchases or contracts that are funded in whole or in part by a governmental entity if the laws, regulations or policies governing such funding prohibit application of the Local Preference; when exigent emergency conditions or noncompetitive situations exist; and when a particular purchase, contract, or category of contracts for which MSCS is the awarding authority is waived upon written justification and recommendation of the Board.

Restrictions

The Local Preference shall apply to District level purchases only. The preference shall apply to new contracts for supplies, materials, equipment, and services first solicited after January 29, 2013.

V. RESPONSIBILITY

- A. The "users" of services are responsible for furnishing an objective evaluation of their needs and for identifying the specifications of the services to be delivered.
- B. The Chief Financial Officer is responsible for developing final specifications and obtaining all bids, requests for proposals, and contracted service agreements.
- C. The Chief Financial Officer is responsible for ensuring that all services have been properly approved and all procedures followed before signing contractual agreements.
- D. The Superintendent is responsible for ensuring compliance with this policy.

APPENDIX I: NON-BOYCOTT OF ISREAL CERTIFICATION

RFP #060926LB

MSCS Voluntary Worksite Benefits



STATE OF TENNESSEE

NON-BOYCOTT OF ISRAEL CERTIFICATION

The Bidder certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

Signature of Authorized Representative	Date
Printed Name	Phone Number / Email Address

APPENDIX J: IRAN DIVESTMENT ACT CERTIFICATION

**RFP #060926LB
MSCS Voluntary Worksite Benefits**



**STATE OF TENNESSEE
IRAN DIVESTMENT ACT
CERTIFICATION**

SUBJECT CONTRACT NUMBER(S):	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON SUPPLIER IDENTIFICATION NUMBER:	

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

CONTRACTOR SIGNATURE

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE

APPENDIX K: CERTIFICATION REGARDING LOBBYING
RFP #060926LB
MSCS Voluntary Worksite Benefits

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of the certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

FNS Grant/Cooperative Agreement

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

APPENDIX L: CONFLICT OF INTEREST DISCLOSURE FORM

**RFP #060926LB
MSCS Voluntary Worksite Benefits**

All respondents must complete and submit this form with their proposal. Failure to disclose an actual or potential conflict of interest may result in disqualification.

1. Does the vendor, or any officer, director, principal, or key employee of the vendor, have a direct or indirect financial interest in any business or enterprise that has a contractual relationship with MSCS or Alliant Insurance Services, Inc.?

Yes No

2. Does the vendor, or any officer, director, principal, or key employee of the vendor, have a family relationship (spouse, parent, child, sibling) with any current MSCS employee, board member, or Alliant Insurance Services, Inc. employee?

Yes No

3. Has the vendor received any non-public information regarding this RFP or MSCS's voluntary benefits program through any channel other than this formal RFP document?

Yes No

4. Is the vendor currently a party to any legal dispute, regulatory proceeding, or audit involving MSCS or Alliant Insurance Services, Inc.?

Yes No

If 'Yes' was checked for any question above, provide a full explanation below:

Signature of Authorized Representative: _____

Printed Name and Title: _____

Company Name: _____

Date: _____

APPENDIX M: E-VERIFY COMPLIANCE CERTIFICATION

**RFP #060926LB
MSCS Voluntary Worksite Benefits**

Consistent with Tennessee law (Tenn. Code Ann. § 12-3-309), the undersigned hereby certifies that the vendor currently participates in the Federal E-Verify program and utilizes E-Verify to confirm employment eligibility for all employees and subcontractor employees who will perform services under any contract resulting from this RFP.

E-Verify Employer ID Number: _____

Date of Enrollment in E-Verify: _____

The undersigned further certifies that the vendor will maintain E-Verify participation throughout the full term of the contract and will require all subcontractors to comply with the same requirement.

Signature of Authorized Representative: _____

Printed Name and Title: _____

Company Name: _____

Date: _____

APPENDIX N: EXCEPTIONS & DEVIATIONS FORM

**RFP #060926LB
MSCS Voluntary Worksite Benefits**

Any exception to or deviation from a requirement of this RFP must be documented below. Vendors may not take undisclosed exceptions. Proposals containing undisclosed deviations from mandatory requirements may be deemed non-responsive. MSCS and Alliant reserve the right to reject any exception at their sole discretion.

RFP Section / Page	Requirement as Written	Vendor's Proposed Alternative	Reason for Exception

The vendor has NO exceptions or deviations from any requirement of this RFP. (Check this box only if the above table is entirely blank.)

Signature of Authorized Representative: _____

Printed Name and Title: _____

Date: _____

APPENDIX O: DATA SECURITY & HIPPA COMPLIANCE ATTESTATION

**RFP #060926LB
MSCS Voluntary Worksite Benefits**

The undersigned certifies and attests to the following on behalf of the vendor organization:

- The vendor maintains a current SOC 2 Type II certification and will provide a copy of the most recent report summary upon request following contract award.
- The vendor has not experienced any data breach, ransomware incident, or material security event involving employer group PHI or PII in the past five (5) years EXCEPT as disclosed in writing in Tab F of the proposal.
- All MSCS employee data will be encrypted in transit (TLS 1.2 or higher) and at rest (AES-256 or equivalent).
- The vendor will execute a HIPAA Business Associate Agreement (BAA) with MSCS prior to receiving any employee data.
- The vendor will notify MSCS and Alliant Insurance Services, Inc. within 48 hours of discovery of any suspected or confirmed breach involving MSCS data.
- The vendor limits data access to authorized personnel only and maintains documented access controls and audit logs.
- All subcontractors who access MSCS data are disclosed in Appendix M and are subject to equivalent data security requirements.

HITRUST CSF Certification Status (check one):

Vendor holds current HITRUST CSF certification — certification number: _____

Vendor has initiated HITRUST CSF certification process — expected completion: _____

Vendor does not hold HITRUST CSF certification

Signature of Authorized Representative: _____

Printed Name and Title: _____

Company Name: _____

Date: _____

APPENDIX P: SUBCONTRACTOR DISCLOSURE FORM

**RFP #060926LB
MSCS Voluntary Worksite Benefits**

Vendor must identify all subcontractors, third-party administrators, or external partners who will perform any portion of the services described in this RFP or who will have access to MSCS employee data. If no subcontractors will be used, the vendor must check the box below.

[] The vendor will perform all services directly and will NOT use any subcontractors or third-party administrators for any portion of the services or data described in this RFP.

Subcontractor Name	Role / Services Performed	Access to MSCS Data (Yes/No)	Data Security Certification Held

Vendor acknowledges that it remains solely responsible for the performance, compliance, and data security practices of all subcontractors listed above.

Signature of Authorized Representative: _____

Printed Name and Title: _____

Company Name: _____

Date: _____

