



**HAMILTON COUNTY, TENNESSEE
PROCUREMENT DEPARTMENT**

REQUEST FOR PROPOSAL

FOR

EMPLOYEE LIFE AND DISABILITY INSURANCE

RFP # 0619-137

RFP Issue Date: June 27, 2019

Responses Open: 2:30 PM (Eastern) on July 24, 2019

Table of Contents

I.	OVERVIEW OF THE RFP AND THE OPPORTUNITY	3
II.	ANTICIPATED PROCUREMENT SCHEDULE.....	5
III.	PROPOSAL RESPONSE INSTRUCTIONS	5
IV.	PROPOSAL RESPONSE REQUIREMENTS	6
V.	RFP PROCEDURES AND GUIDELINES	16
VI.	GENERAL PROVISIONS.....	18
	Appendix A: Certificate of Compliance and Authorization to Bind.....	26
	Attachment A: LTD Plan Design	
	Attachment B: LTD Census	
	Attachment C: STD Plan Design	
	Attachment D: ISTD Census	
	Attachment E: Basic Life and AD&D Plan Design	
	Attachment F: Supplemental Life Plan Design	
	Attachment G: Employee Life and AD&D Census	
	Attachment H: Spouse Life Census	
	Attachment I: Child Life Census	
	Attachment J: Deviations	
	Attachment K: Life and Disability Fee Grid	

I. OVERVIEW OF THE RFP AND THE OPPORTUNITY

A. Statement of Intent

Hamilton County, Tennessee hereinafter referred to as “the County” is soliciting proposals from qualified insurance carriers for Life and Disability Insurance. Lines of coverage included are basic Life, Accidental Death and Dismemberment (AD&D), Supplemental Life, including Dependent Life, and employee Voluntary Long Term and Short Term Disability insurance. *Note that no proposals will be accepted if submitted by brokers or consultants. All proposals must be submitted directly by Insurance Companies with the specified commissions payable to Russ Blakely & Associates, LLC as Hamilton County’s Benefit Advisor.* Throughout this document the terms Proposer, Contractor, Company, Vendor, Firm or Bidder are used interchangeably and refer to any organization submitting a response to this RFP. The purpose of this request for proposal (RFP) is to define the County’s minimum requirements and to gain adequate information from which the County can evaluate your company and your response to Hamilton County’s requirements.

B. Background and Description of Service Requested

Currently all employees are provided \$30,000 of basic Life and Accidental Death and Dismemberment insurance (AD&D). Additionally, employees are offered the opportunity to purchase Supplemental Life Insurance for themselves and their dependents. Employees also have access to purchase a fully employee paid Short-Term Disability and Long-Term Disability Policy.

The County would like to see Basic Life and AD&D Insurance quoted at the current \$30,000 amount. The Short Term Disability and Long Term Disability should match the current plans. However, note that both the STD and LTD plans should be quoted on a group not individual basis. The County is looking to maximize the overall cost and benefits for the employees. The County is also willing to consider alternative options that may provide an overall greater value to employees.

C. Vendor Qualifications

Hamilton County is contacting prospective vendors who have an interest in or are known to do business relevant to this Request for Proposal meeting the following requirements:

- Must have at least ten (10) years’ experience in this business
- Must have all relevant licenses and certifications (Federal, State, or local as applicable) required
- Must have experience in providing life and disability insurance to governmental entities and currently be in the business
- Must have an A.M. Best rating of A- or better
- Must have sufficient, competent, and skilled staff, with experience in performing/providing the requested services
- Meet Mandatory Requirements as outlined in Section IV.A – IV.C

D. Contract Terms

It is the County's intent to enter into a three (3) year contract with the successful proposer(s). Thereafter, the County may at its option, extend the term of the contract for one (1) additional three (3) year term under the same terms and conditions.

In the event that Hamilton County exercises such renewal rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of rate adjustments and minor scope additions and/or deletions which may be agreed upon in accordance with provisions set forth in Sections III - VI and any other applicable parts of this document.

Note that these are not automatic renewals. It will be the responsibility of both parties to notify the other party in writing no less than one hundred eighty (180) days before the expiration of the contract period if the contract is not to be extended for each additional term.

E. Evaluation and Award of Contract

Hamilton County will evaluate proposals on their compliance with and responsiveness to the requirements described herein and will recommend the firm(s) to be selected, which in its opinion, is best suited to accomplish the required service for Hamilton County Government.

All proposals will be initially evaluated to determine whether:

- The proposal is complete, in the required format, and in compliance with all the requirements of the RFP.
- Proposers meet the Vendor Qualifications and Mandatory Requirements as outlined in Sections I.C, IV.A - IV.C of this RFP.

After the initial review, evaluations will not rely solely on price, but will also consider adherence to specifications, qualifications, service experience, flexibility, cost effectiveness, references and technical solution/services proposed in the final analysis to determine the proposal that, in the County's opinion, best meets its needs.

In order to receive full consideration, each proposal must offer comprehensive and thorough responses to all requests included in this RFP. Please pay particular attention to all instructions provided in Sections III – VI as well as the questions you are required to answer to receive consideration.

II. ANTICIPATED PROCUREMENT SCHEDULE

The following is an anticipated timetable for the procurement process. The County reserves the right to adjust the schedule, as it deems necessary. In the event significant adjustments are necessary, all affected parties will be notified. All times are for the Eastern Time Zone (ET).

<u>EVENT</u>	<u>DATE</u>	<u>TIME (ET)</u>
A. County issues RFP	06/27/2019	9:00 a.m.
B. Deadline for written questions and clarification requests	07/10/2019	1:00 p.m.
C. County issues written response to questions	07/15/2019	4:00 p.m.
D. Deadline for submitting proposals	07/24/2019	2:29 p.m.
E. County opens proposals	07/24/2019	2:30 p.m.
F. Open Enrollment estimated timeframe	October 2019 TBD	
G. Contract start date	January 1, 2020	

III. PROPOSAL RESPONSE INSTRUCTIONS

All proposal responses must be submitted in accordance with the instructions provided in this RFP and in the standard format described below in order to facilitate comparison and evaluation. **Failure to follow the format or to address an area adequately may cause the proposal to be deemed unresponsive and hence, removed from consideration at the County’s discretion.** Any proposed deviations from the requested scope of services must be noted and fully explained. The information shall be prepared in a manner that is self explanatory, complete and responsive to the request.

- The proposer must complete and deliver an original and three (3) hard copies of your proposal documents, including pricing. Additionally a copy of your entire proposal package on CD-RW or a flash drive in a PDF format must be included. *Note: The digital file (i.e., CD, flash drive, etc.) must contain a single PDF file organized in the same order as the proposal binder – the CD-RW must not contain separate PDF files for sections or pages. Large, audited financial statements however may be provided in a separate file from the proposal itself on the same CD-RW or flash drive.* Any required Excel files must be returned with your bid on a CD in **Excel (not PDF) form** for ease of analysis. In the event of discrepancy between the original proposal documents and the digital copy, the original signed document will take precedence.
- All RFP responses should be provided in three-ring binders with all attachments separated by marked tabs. Insert attachments directly behind the related section, not under separate cover.
- Proposers must respond to every subsection under Section IV. The proposal response must include a point-by-point response to the RFP in the order in which is it requested. Each question and its associated number, from Section IV, should be repeated and referenced in your typed response. Responses should be typed in **bold**, immediately following each question. If no specific information is required from the provider, “Understand and Comply” will be an acceptable response.

- The proposal must include an explanation of any exceptions to the stated requirements. Failure to indicate any exception will be interpreted as the proposer's intent to comply with the requirements as written in the proposal documents.
- The proposal must include a copy of the contract(s) the vendor will submit to Hamilton County to be signed should the contract be awarded to the vendor. Note that any proposed contract will be subject to review and negotiation and will be governed by the requirements of this RFP.
- Failure to follow the specified format to label the responses correctly or to address all of the subsections may, in the County's sole discretion, result in the rejection of the Proposal.
- This RFP document is provided in both PDF and in MS Word/Excel for ease in providing your response. *Note however that responses must be received in hard copy in appropriately labeled and sealed envelopes (see Section V.D).*

IV. PROPOSAL RESPONSE REQUIREMENTS

All proposals must include information in the order as specified below. ***If a proposal fails to detail and address each of these required topics, the County may determine the proposal to be nonresponsive and reject it.*** Use separate tabs for each section indicated below and incorporate question numbers and the actual requirement questions/statement in your response. All RFP submissions should follow the format outlined below.

A. Proposal Transmittal Letter

The Proposer must provide a written transmittal and offer of the proposal in the form of a standard business letter signed by an individual having the authority to bind your organization. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required.

The requirements of the Proposal Transmittal Letter section of the proposal are mandatory. Any proposal which does not meet the requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

1. Proposal Validity: The letter shall state that the proposal remains valid for at least one hundred and eighty (180) days subsequent to the date of the proposal opening and thereafter in accordance with any resulting contract between the Proposer and the County. *Note: Proposal validity may be extended by mutual agreement of both parties.*
2. Mandatory Requirements: Include an itemized statement indicating whether or not you meet all mandatory requirements as outlined in Section I.C as well as Sections IV.B and IV.C below, if awarded.
3. Intent to Comply with RFP Provisions: The letter shall indicate written confirmation that the Proposer shall comply with all of the provisions in this RFP. *Note: If the Proposal fails to provide said confirmation without exception or qualification, the County, in its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.*

4. General Provisions: The letter must state your agreement with each item outlined in the general provisions in Section VI. If you do not agree to any specific item, your letter must state the exception at time of proposal. If no exceptions are taken at the time of proposal submission, Hamilton County assumes that you agree to all items. *Note: If the Proposal fails to provide said confirmation without exception or qualification at the time of the initial submission, and at a later time raises objection, the County, in its sole discretion, may determine the proposal to be non-responsive, and the proposal may be rejected.*
5. Certificate of Compliance: The letter must reference and include the completed and signed Certificate of Compliance (see Appendix A).
6. Authorization to Bind: The letter must reference and include the completed and executed copy of the Authorization to Bind form (see Appendix A), signed by the appropriate individual in your organization.

B. Mandatory Requirements -- Insurance

Prior to execution of the contract, the proposer shall procure and maintain at their own expense, the following insurance against claims for injuries or damages to property or other claims which may arise from or in connection with the performance of the work or services provided hereunder by proposer, their sub agents, representatives, employees or subcontractors. *Note however that coverage requirements are subject to change as business needs dictate.* The successful firm shall maintain throughout the contract period the following minimal insurance coverages:

1. *Commercial General Liability Insurance*: \$1,000,000 per occurrence for property damage and bodily injury covering the operation of employees and agents for the contracted operations as well as civil rights claims. The proposer should indicate in its proposal whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
 - a. Premise/Operations
 - b. Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
 - c. Products/Completed Operations
 - d. Contractual
 - e. Independent Contractors
 - f. Broad Form Property Coverage
 - g. Personal Injury
2. *Errors and Omissions*: \$2,000,000 per occurrence

Hamilton County shall be listed as an additional insured on the above required liability insurance policies. A signed certificate of insurance shall evidence all policies and coverage shall not be cancelled without a minimum of thirty (30) days cancellation notice to the Hamilton County Risk Management Office. All coverage shall be placed with Tennessee admitted insurers rated B+10 or better by A.M. Best's rating service or as approved by Hamilton County's Risk Manager.

Provide a valid Certificate of Insurance that is verified and dated within the last six (6) months.

Updated Proof of Insurance must be provided before a contract is executed with the successful proposer for this RFP and updated as necessary. **For listing purposes after the award, the successful proposer should use the following as to the additional insured:**

Hamilton County, TN
Attn: Procurement Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

C. Mandatory Requirements -- Other

The Proposer must provide written confirmation that they meet the following other specified mandatory requirements, as well as any others designated by the use of the words “shall” or “must” throughout this RFP. This includes all requirements outlined throughout this entire document, not just this section. Please note that the apparent successful proposer may be required to substantiate its claim to meet any/all of these mandatory requirements to Hamilton County’s complete satisfaction before a contract for services is awarded.

1. The successful proposer must have a minimum of ten (10) years’ experience in the provision of goods and services requested in this RFP.
2. The successful proposer must be knowledgeable in and comply with all federal, state, and local laws and regulations governing this RFP and the services requested herein.
3. The successful proposer must have an A.M. Best rating of A- or better.
4. Must have demonstrated experience in working with government entities similar to Hamilton County Government. At least five (5) current references must be included in your proposal.
5. Provide a minimum of three (3) year rate guarantee for all lines of coverage.
6. Proposers must submit a list of all subcontractors proposed for portions of the work fully describing the extent and nature of the work they will perform. Should the proposer subcontract portions of the work to be performed, the proposer shall retain full responsibility for all work and compliance with all General Provisions.
7. Proposers must include a statement indicating whether the Proposer or any people that may perform work under the contract through the Proposer have a possible conflict of interest (e.g., employment by Hamilton County, etc.) and, if so, the nature of that conflict. The County has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict of interest or cause speculation as to the objectivity of the proposer.

D. Executive Summary

The proposal must include a brief overview (maximum of 3 to 5 pages) of your proposal, summarizing your capabilities and offering, pointing out any features that differentiate your service offering. This Executive Summary should provide an overview of your plans and approach for accomplishing the work requested which should be detailed as required in each section of this document. The information provided shall be in enough detail to enable the County to ascertain the Proposer's understanding of the effort to be accomplished and should outline the steps in the total service proposed.

E. Requirements and Proposal

Responses are required for each item in this section in the same order that the questions are asked. Please describe your proposed solution for each requirement. If no specific information is to be provided, a response of "Understand and Comply" should be utilized for each. If you cannot meet or comply with any item, please include an explanation as to your exception or alternative. Any proposal not complying with this requirement may be considered to be non-responsive and disqualified at the sole discretion of the County.

Include an appropriate level of detail in your response so as to give the County sufficient information to understand your experience in managing a project/service of this type and your proposed approach to this RFP. Add additional information to the end of our required sections/questions as appropriate to fully convey your value proposition.

1. Scope of Work and Requirements

- a. Please indicate your confirmation of the requested plan design and provide your rates. You must provide an explanation of any deviations or non-confirm responses to the requested plan design in the attached "Deviations" spreadsheet. Rates must be provided in the attached "Life and Disability Fee Grid" spreadsheet. These documents must be returned in Excel format (not PDF) on the required digital file.
- b. Please ensure all supporting documents are included in the exhibit section of your proposal.
- c. Value Added Enhancements - Please indicate any value-added enhancements you can offer and indicate any financial impact to your quoted rates.
- d. Plan Design Commentary - If you have recommendations for plan design alternatives please note them here.
- e. Your rates should be quoted on a standalone basis and with a no loss/no gain assumption.
- f. Please ensure confirmation of all aspects of plan design as outlined in each Carrier Confirmation of Plan Design below, using Attachments A – I for current plan design information and current enrolled census information. Include all deviations to the current plan design in the exhibit section of the RFP.

2. Carrier Confirmation of Plan Design: Voluntary LTD

The items in this section describe the basic features of the product in scope. It is not intended to be a full description of the plans. Any discrepancies are governed by the current plan design information attached.

- a. Please indicate your confirmation of the requested LTD plan design and provide your proposed rates. You must provide an explanation of any deviations or non-confirm responses to the requested plan design in the attached "Deviations" spreadsheet.
- b. Your rates should be quoted on a standalone basis and with a no loss/no gain assumption.
- c. Duplicate In force Plan Design - Please confirm that you have duplicated the in force plan design. In addition, please confirm that you understand that by agreeing to this statement, if selected as the new carrier, that all plan and administrative provisions in the current contract will be duplicated to the best of your ability recognizing that policy language would be your

standard language, unless noted in your deviations document and submitted as requested during the RFP process.

- i. Plan Eligibility - All eligible employees working at least 25 hours per week
- ii. Waiting Period - 30 Days
- iii. Number of eligible lives
- iv. Indicate SIC code used for rating
- v. Benefit % - 60%
- vi. Monthly Benefit Maximum - \$7,000
- vii. Monthly Benefit Minimum - \$50
- viii. Elimination Period - 180 Days
- ix. Detail Evidence of Insurability Requirements and outline process
- x. Definition of Disability/Own Occupation Definition - 24 Month Own Occupation
- xi. Benefit Duration -- If an employee is Disabled because of an Injury or sickness, benefits are paid as follows. Any benefits for Disabilities resulting from a Mental Disorder or Alcohol or Drug Abuse and/or Substance Abuse will be paid in accordance with any Mental Disorder Limitation or Alcohol and Drug Abuse and/or Substance Abuse Limitation.
- xii. Age at Disability Maximum Benefit Period
 - 1) Age 61 - or less to age 65 or to their Social Security Normal Retirement Age, or 3 years and 6 months, whichever is longer
 - 2) Age 62 - to their Social Security Normal Retirement Age or 3 years and 6 months, whichever is longer
 - 3) Age 63 - to their Social Security Normal Retirement Age or 3 years, whichever is longer
 - 4) Age 64 - to their Social Security Normal Retirement Age or 2 years and 6 months, whichever is longer
 - 5) Age 65 - 2 years
 - 6) Age 66 - 1 year and 9 months
 - 7) Age 67 - 1 year and 6 months
 - 8) Age 68 - 1 year and 3 months
 - 9) Age 69 or older - 1 year
- xiii. Contributory Status - Voluntary - 100% Employee Paid
- xiv. Mental and Nervous Limitation - 24 Months
- xv. Self Reported Limitation - 24 Months
- xvi. Substance Abuse Limitation - 24 Months
- xvii. Basic Monthly Earnings means the employee's average gross monthly income received from the Policyholder and verified by premium the Policyholder received

during the 12 months immediately prior to the month in which the Disability began, or, if employed for a period less than 12 months, the average gross monthly income received from the Policyholder for the number of months worked during that period. It includes overtime pay received from the Policyholder. It also includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, shift differential, other extra compensation, or Policyholder contributions to deferred compensation plans received from the Policyholder.

- xviii. Social Security Integration - Full Family
- xix. Pre Existing Exclusion - 3/12
- xx. Survivor Benefit - Included
- xxi. Lump sum of 3 times your monthly benefit payable
- xxii. LTD Rate Guarantee Period - A minimum of a three (3) year rate guarantee is requested
- xxiii. Please confirm if you will be able to offer a true open enrollment opportunity and waive late entrant EOI

3. Carrier Confirmation of Plan Design: Voluntary Group STD

The items in this section describe the basic features of the product in scope. It is not intended to be a full description of the plans. Any discrepancies are governed by the current plan design information attached.

- a. Please indicate your confirmation of the requested STD group plan design and provide your rates. You must provide an explanation of any deviations or non-confirm responses to the requested plan design in the attached "Deviations" spreadsheet.
- b. Your rates should be quoted on a standalone basis and with a no loss/no gain assumption.
- c. Inforce Plan Design - Please confirm that you have reviewed the ISTD inforce plan design. In addition, please confirm that you understand that by agreeing to this statement, if selected as the new carrier, that all plan and administrative provisions in the current contract will be provided in advance of the effective date. *REMINDER: YOUR QUOTE SHOULD BE BASED ON A GROUP VOLUNTARY DESIGN AND NOT AN INDIVIDUAL POLICY.*
- d. Please confirm that you have read the attached ISTD specimen policy and have outlined a take-over process.
- e. STD Rate Guarantee Period - A minimum of a three (3) year rate guarantee is requested.

4. Carrier Confirmation of Plan Design: Group Life and AD&D

The items in this section describe the basic features of the product in scope. It is not intended to be a full description of the plans. Any discrepancies are governed by the current plan design information attached.

- a. Please indicate your confirmation of the requested Life plan design and provide your rates. You must provide an explanation of any deviations or non-confirm responses to the requested plan design in the attached "Deviations" spreadsheet.
- b. Your rates should be quoted on a standalone basis and with a no loss/no gain assumption.

- c. Duplicate Inforce Plan Design - Please confirm that you have duplicated the inforce plan design. In addition, please confirm that you understand that by agreeing to this statement, if selected as the new carrier, that all plan and administrative provisions in the current contract will be duplicated to the best of your ability recognizing that policy language would be your standard language, unless noted in your deviations document and submitted as requested during the RFP process.
 - i. Plan Eligibility - The group is composed of all full-time employees, elected officials, and permanent part-time employees.
 - ii. Minimum hours per week - 25 hours per week (does not apply to elected officials)
 - iii. Waiting Period
 - a) For all employees - 30 days of continuous employment
 - iv. Number of eligible lives
 - v. Basic Life Insurance/AD&D - Current Plan
 - a) Basic Life Insurance Benefit - \$30,000
 - b) Contributory Status - Non-Contributory
 - c) Waiver of Premium - Included
 - d) Reduction Schedule
 - 1) 65% at age 65
 - 2) 50% at age 70
 - e) Conversion - Included
 - f) Accelerated Death Benefit - Included
- d. Supplemental Life Insurance/AD&D- Employee
 - i. Supplemental Life Insurance Benefit - increments of \$25,000
 - ii. Supplemental Life Insurance Maximum Benefit - lesser of 5 times annual earnings or \$500,000
 - iii. Guarantee Issue Benefit - \$100,000
 - iv. Waiver of Premium - Included
 - v. Reduction Schedule
 - a) 65% at Age 65
 - b) 50% at Age 70
 - vi. Conversion - Included
 - vii. Accelerated Death Benefit – Included
 - viii. Detail Evidence of Insurability Requirements and outline process
- e. Supplemental Life Insurance/AD&D - Spouse
 - i. Supplemental Life Insurance Benefit - increments of \$12,500
 - ii. Supplemental Life Insurance Maximum Benefit - \$250,000

- iii. Guarantee Issue Benefit - \$12,500
- iv. Detail Evidence of Insurability Requirements and outline process
- f. Supplemental Life Insurance/AD&D - Child
 - i. Supplemental Life Insurance Benefit - Choice of \$5,000 or \$10,000
 - ii. Children 14 days to 6 months are limited to 10% of the option chosen.
 - iii. Age requirement - 14 days or older, but have not attained the age of 19, or have not attained the age of 26.
- g. Life/AD&D Rate Guarantee Period - A minimum of a three (3) year rate guarantee is requested.

5. Eligibility Requirements

- a. Please provide requirements and specification for eligibility & billing reporting or electronic eligibility files.
- b. Please provide any specific reporting requirements if applicable for the evidence of insurability process.

6. Account Management

- a. Provider must designate an assigned primary account representative to manage the program for the County. Please provide the name, title, office location, credentials, experience, and contact information for your proposed account manager.
- b. Will there be other support staff from your organization supporting the County? If so please list these employees and the responsibilities they will have.
- c. What type of reporting will be provided to measure results of the services provided? Will you commit to working with our consultant to provide all needed information for reporting purposes?
- d. The County expects the account management team to coordinate with all parties requested by the County including their consultant. Confirm your willingness to coordinate with all parties to successfully fulfill the contract terms of each line of coverage. This will include any claim questions, data collection, etc.

7. Implementation Plan and Schedule

- a. Will there be a dedicated Implementation Manager for the County? If so, provide a description of how they will manage the process.
- b. Confirm capabilities and process for Electronic Eligibility Files (EDI) and timeline as well as any additional cost associated with EDI, including the Evidence of Insurability process as well as standard eligibility and billing requirements.
- c. Provide an overview of the implementation process.
- d. Identify main contacts from your organization responsible for implementation. Please provide credentials and experience for these individuals.

8. Customer Service and Support

- a. What value added services will the account management team provide?
- b. Where will the account management team be located?
- c. Who will be the primary contact person for the County for Billing, Service, Claims, etc.?
- d. Where will claims be paid for the County's Life and Disability Plan?
- e. Where will customer service be located for the County's Life and Disability plan?
- f. What are the hours of operation for Customer Service?
- g. What self-service capabilities will employees have through any web-based portals?
- h. What self-service capabilities are available to the County for plan administration?
- i. Can members email customer service? Please describe.
- j. Based on the calendar provided in the RFP can you guarantee the plan will be set up and ready to handle all service and claim inquires by the effective date of the plan?
- k. What is the turnaround time to process each file after it is received?
- l. What communication material and support will be provided?
- m. Please describe the billing process and the options available to the County.

9. Compensation Confirmation

Please confirm your agreement with the compensation requirements below, payable to the County's Benefit Advisor, Russ Blakely & Associates, LLC.

- a. LTD Compensation , confirm 15%
- b. Voluntary STD Compensation, confirm 15%
- c. Basic Life /AD&D Compensation, confirm 3%
- d. Supplemental Life / AD&D Compensation, confirm 15%

F. Proposer Business Qualifications and Experience

Responses are required for each item in this section in the same order that the questions are asked. Please describe your proposed solution for each requirement. If no specific information is to be provided, a response of "Understand and Comply" should be utilized for each. If you cannot meet or comply with any item, please include an explanation as to your exception or alternative. Any proposal not complying with this requirement may be considered to be non-responsive and disqualified at the sole discretion of the County.

Include an appropriate level of detail in your response so as to give the County sufficient information to understand your experience in managing a project/service of this type as well as the qualifications of your firm and your staff and your proposed approach to this RFP. Add additional information to the end of our required sections/questions as appropriate to fully convey your value proposition.

1. Provide the name, title, address, phone number and email address of the contact person that the County should use for questions and clarifications concerning the proposal.

2. Describe your form of business (i.e. individual, sole proprietor, corporation, non-profit corporation, partnership, limited-liability company, etc.) and business location (physical location and state of domicile).
3. Provide your A.M. Best ratings for each of the last three (3) years, specifically for each of your Life and Disability products.
4. The selected firm must have and demonstrate ten (10) years of experience in the business solicited by the RFP. Provide a general description of your business including information regarding the length of time your firm has been providing such services to clients. Describe your experience and results in delivering this kind of service, particularly as it relates to governmental entities.
5. Please provide information regarding the number, type, and location of clients for whom you currently provide the specified service.
6. Provide audited financial statements from the two (2) most recent fiscal years (note that privately held corporations may substitute other business/credit substantiation for financial stability).
7. Describe your firm's organizational structure, including the names and location of all key personnel and services (servicing offices) associated with the services relating to this RFP. Provide a brief description of each person's experience.
8. Provide a personnel roster listing the names of key people who the Proposer will assign to perform duties and services required by this RFP. Follow the personnel roster with the resume for each of the people listed, including title, training, experience, qualifications and employment history in providing the services as described above. Attach copies of any applicable certifications.
9. Please include references from five (5) current clients who have utilized your service for this type of coverage for at least two (2) years. Specifically include any governmental entities for which you currently provide coverage. Contact information should include company name, contact name, contact title, phone number and email address.
10. Provide details as to whether there have been any mergers, acquisitions and sales of your company within the last five (5) years. If there have been, provide an explanation of relevant details.
11. Provide a statement of whether there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material impact on the Proposer's financial condition. If such exists, list each separately, explain the relevant details and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer's performance in a contract pursuant to the RFP.
12. Provide information regarding any citations or investigations by any Federal, State or Local regulatory body. Identify the regulatory body, specific charge, and disposition of the situation and date of the occurrence.

NOTE regarding 11 & 12: All persons, agencies, firms or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The County may require the Proposer to submit proof of such licensure details the state of licensure and licensure number for each person or entity that renders such opinions.

G. Financial Proposal

Provide a complete description of your pricing proposal in sufficient detail for the County to fully understand the pricing, the fee structure, and the rationale behind any option proposed. Prices quoted shall be firm for the initial term of the contract and no cost increases shall be accepted in this initial contract term which must be at least three (3) years.

1. Quote Assumptions and Rates

- a. Please provide all premiums and caveats for all plans being quoted and clearly indicate the rates for each corresponding line of coverage on the attached “Life and Disability Fee Grid” spreadsheet. Note that this document must be returned as Excel file, not as a PDF, for ease of analysis.
- b. Please provide any other relevant information pursuant to your offer including caveats.
- c. Plan Design Commentary - If you have recommendations for plan design alternatives please note them in your proposal response.
- d. Value Added Enhancements - Please indicate any value added enhancements you can offer and indicate any financial impact to your quoted rates.
- e. Please confirm your proposal is valid for 180 days.
- f. Please ensure all supporting documents are included in the appropriate section of your proposal.
- g. Please ensure all deviations to the current plan design are included in the appropriate section of the RFP.

2. Terms

Provide a description on the schedule of payment you propose relative to the services described herein. Payment terms must be clearly stated in your proposal response. Provide an example of when the first month premiums will be due and what grace period will be provided to the County.

V. RFP PROCEDURES AND GUIDELINES

A. RFP Number

The County has assigned the following identification number and title to this document. This number and title should be referenced in all communications regarding the RFP:

RFP # 0619-137: EMPLOYEE LIFE & DISABILITY INSURANCE

B. Point of Contact

This RFP is issued by the Procurement Department of Hamilton County, Tennessee. The primary point of contact for this RFP shall be:

Lindsey Parrish, RFP Coordinator
Hamilton County Procurement Department
Phone: (423) 209-6350
Email: BidQuestions@HamiltonTN.gov

Important Note: Failure to restrict contact/discussion regarding this RFP to the above named RFP Coordinator or the Director of Procurement prior to the proposal opening will be deemed a serious breach of process and, at the County's sole discretion, may result in disqualifying the violating party's firm from further consideration.

C. Interpretation and Clarification

Proposers should carefully review this RFP and any attachments for comments, questions, or any other matter requiring clarification or correction. No oral interpretation or clarification will be made to any firm or any individual as to the meaning of the RFP document prior to the opening date. Requests for interpretation or clarification shall be made in writing (fax or e-mail will be acceptable) and delivered to the RFP Coordinator as specified in Section II – Anticipated Procurement Schedule. As indicated in Section II, the County will respond in writing to all clarification requests. Any addenda will become a part of these RFP requirements. All parties who have obtained a copy of the RFP document will be on the distribution list for any such written responses and/or addenda issued by the County.

Any information provided by Hamilton County or any vendor prior to the release of this RFP, verbally or in writing, is considered preliminary and is not binding on Hamilton County or the vendor.

Vendors must not make available nor discuss any cost information contained in the proposal to or with any employee of Hamilton County from the date of issuance of this RFP until the contract award has been announced, unless allowed by the issuing office for the purpose of clarification or evaluation.

D. Submission of Proposals

The proposer must complete and deliver the required number of response documents (hard copy and digital) in a sealed envelope before the time specified in Section II above to the Hamilton County Procurement Director at the address specified below. In the event of discrepancy between the original hard copy response document and the digital copy, the original, signed document will take precedence.

Please note that receipt of the bid by the United States Postal Service, common carrier delivery service (e.g., FedEx, UPS, etc.) the County mail system or any other Department other than Procurement does not constitute receipt of a bid by the Procurement Department. All proposals must be received in the Procurement Department by the specified deadline.

DELIVERY ADDRESS FOR ALL PROPOSALS:

Lindsey Parrish, RFP Coordinator
RFP # 0619-137: EMPLOYEE LIFE & DISABILITY INSURANCE from {insert your company name here}
Hamilton County Procurement Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

The proposer shall clearly label its sealed response envelope as specified above. If the response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

It is the sole responsibility of the proposer to ensure that its response is delivered on or before the date, prior to the specified bid opening time, and at the place indicated by this document. All proposals must be "time-stamped" as received prior to the specified opening time. Any proposal submitted at or after the moment designated for the opening will be deemed to be late and will not be accepted or opened. The clock-in time will be determined by a clock maintained by the Hamilton County Procurement Department. No other clock or timepiece will have any bearing on the time of proposal receipt.

Be aware that Requests for Proposals are not opened and read publicly.

VI. GENERAL PROVISIONS

The following general provisions shall govern the procurement process for Hamilton County as well as any contract that may result from this procurement process.

A. Proposal Amendment and Rules for Withdrawal

A proposal may be withdrawn prior to the response due date by submitting a written request for its withdrawal to the County, signed by the submitter and delivered to Hamilton County Director of Procurement. A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals provided that it then fully conforms to the RFP requirements.

The County shall not accept any amendments, revisions, or alterations to proposals *after the deadline for proposal submittal* unless the County requests such in writing.

B. Duty to Inquire

By submitting a proposal, the Proposer represents that it has read and understands the Solicitation and that its proposal is made in compliance with the Solicitation. Proposers are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Proposer's risk. Proposer assumes responsibility for any patent ambiguity in the Solicitation that it does not bring to the County's attention, in writing, immediately upon receipt of the Solicitation.

C. Exceptions

If the Proposer cannot accept Hamilton County's requirements then they shall raise their exceptions in writing to the Procurement Official, as specified in Interpretation and Clarifications provision above, and the Procurement Official will attempt to address them in the form of an addendum to the RFP. If the Proposer's concerns are not adequately addressed by the Procurement Official, Proposers shall include any unresolved exceptions in their proposal response. Proposers are cautioned that if Hamilton County is unable to accept the exceptions, as stated, the Proposal may be subject to rejection.

D. Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the County and Proposers shall then be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

E. No Liability for Costs

Hamilton County is not responsible for costs or damages incurred by Bidders, Proposers, Teams, Team Members, subcontractors, or other interested parties in connection with the solicitation process, including but not limited to costs associated with preparing responses, qualifications, and proposals and of participating in any conferences, oral presentations, or negotiations.

F. Proposal Errors and Incorrect Information

Proposers are liable for all errors or omissions contained in their proposal. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

If the County determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal may, at the County's sole discretion, be determined non-responsive and be rejected.

G. Acceptance of Submissions

All properly submitted proposals shall be accepted for evaluation. However, the County reserves the right, in its sole discretion, to wave any informality, request clarifications or corrections to proposals, reject any or all proposals received, cancel or withdraw this RFP, according to the best interests of the County.

Where the County may waive variances, such waiver shall not modify other RFP requirements or excuse the proposer from full compliance with the remainder of RFP specifications and other contract requirements if the proposer is awarded a contract.

H. Mandatory Requirements

Mandated requirements, if indicated, are those required by law or such that they cannot be waived and are not subject to negotiation. In addition to any sections of the document specifying Mandatory Requirements, any use of the terms "shall" or "must" throughout the document also indicates that items are mandatory. Proposals deemed to be non-responsive to these or other requirements may be disqualified at the sole discretion of the County.

I. Proposal of Alternate and/or Additional Services

In order to receive consideration, Proposers must respond to the specific requirements as stated in this RFP. Proposals that solely offer something different from that requested by the RFP shall be considered non-responsive and rejected.

While Proposers may submit an offer of services in addition to those required by and described in this RFP, evaluation will be done on the requirements specified by the County. Any additional services may be negotiated and added to the contract before contract signing at the sole discretion of the County.

J. Discussions and the Right to Negotiate

After proposals are opened, discussions may be conducted with the service providers which have submitted proposals determined to be reasonably likely of being considered for selection, to assure a full understanding of, and responsiveness to, the RFP requirements. Every effort shall be afforded to assure fair and equal treatment with respect to the opportunity for discussion of their respective proposals.

The County reserves the right to further negotiate, after proposals are opened, with the apparent best-evaluated proposer(s), if such is deemed necessary in the discretion of the County. This includes, but is not limited to, the right to schedule face-to-face meetings with any and all respondents, both to confirm qualifications and to be introduced to the facilities and personnel that will service the County's account if you are the proposer chosen. The County also reserves the right to request clarification of information submitted from one or more proposers. Vendors may be requested to submit a best and final offer after evaluations, discussions, oral presentations and/or site visits have been completed.

The apparent best-evaluated Proposer(s) shall be prepared to enter into a contract with the County which the proposer shall draft. Notwithstanding, the County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final contract negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations.

K. Proposer Presentations / Interviews / Site Visits / Demonstrations

Presentations, interviews, demonstrations, and/or site visits may be required as a part of the evaluation process. Providers will receive adequate notification to prepare. Information provided during these events shall be taken into consideration when evaluating the stated criteria.

Vendors may be requested to submit a best and final offer after evaluations, discussions, oral presentations and site visits have been completed.

L. Right of Rejection

Any proposal received that does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable state laws and regulations.

Proposers may not restrict the rights of the County or otherwise qualify their proposals. If a Proposer does so, the County may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

M. Disclosure of Proposal Content

All proposals and other materials accepted in response to this RFP become the property of Hamilton County, Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed budget information, shall be held in confidence during the evaluation process. Only upon the completion of the evaluation of proposals and the submission of a recommendation to the County Mayor and/or Board of Commissioners shall the proposals and associated materials be open for review.

Be aware that materials submitted by respondents are subject to public inspection under the Tennessee Open Records Act unless exempt. Any language purporting to render the entire proposal confidential or proprietary will be ineffective and will be disregarded. By submitting a proposal, the proposer acknowledges and accepts that the full contents of the proposal and any associated documents shall become open to inspection.

N. Independent Price Determination

A proposal shall be disqualified and rejected by the County if the pricing data in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a County employee, or any competitor.

Should any such prohibited action stated above or in any other section of this document be detected any time during the term of the negotiation and / or contract, such action shall be considered a material breach and grounds for disqualification or contract termination.

O. Iran Divestment Act

By submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. §12-12-106.

P. TN Department of Revenue Requirements

Before the Contract resulting from this RFP is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The County shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.

Q. Other Terms and Conditions

- i. Under no circumstances will proposals be accepted if submitted by fax or e-mail.
- ii. All addenda must be acknowledged in writing in the proposal submitted by the submitter.
- iii. No sales, use or federal excise taxes should be included in your pricing.
- iv. The Proposer agrees to provide the County with any additional information it deems necessary to accurately determine their ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this vendor for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify the vendor from further consideration. Such additional information may include evidence of financial ability to perform.

- v. In the event of substantial or material changes in ownership of the company, the contract may not be automatically assigned without prior written approval by the County.

R. Contract for Services

The following general provisions, as well as any others specifically developed and agreed to by the affected parties in subsequent procurement steps, may apply to any contract resulting from this procurement process.

i. Contract Approval

The RFP and the provider selection processes do not obligate the County and does not create rights, interests, or claims of entitlement in the apparent best-evaluated Proposer or any vendor. A legally binding contract shall be established only after the contract is signed by the provider, the head of the procuring County agency and/or the County Mayor or other County officials as authorized by applicable state and local laws and regulations.

ii. RFQ, RFP, and Proposal Incorporated into Final Contract

Any Request for Qualifications and/or Request for Proposal and the provider's response to such, as amended between Hamilton County and the successful provider, will be included as a part of the contract by reference. It should be understood that in the event of a discrepancy or ambiguity regarding the Proposer's duties, responsibilities and performance under this contract, these documents shall govern in the following order of precedence: Request For Qualifications and/or Request for Proposal and associated amendments, the Proposal/Bid Response and any amendments, technical specifications, clarifications and addenda made to the Proposal/Bid response, the Contract and its attachments.

iii. Grant Funded Purchases

For purchases that are grant funded, the Grant Agreement may contain / require special terms and conditions. If there is a conflict between the terms and conditions of the Grant Agreement and the General Terms and Conditions of the Bid or RFP, the Grant Agreement Terms and Conditions shall prevail.

iv. Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions Section of the final contract. No payments shall be made to a Contractor until the contract is established as required by state laws and regulations. Further, the County shall not be liable for work performed, services rendered or materials purchased and/or provided before the contract is established as required by applicable state laws and the Procurement Rules of Hamilton County.

v. Hold Harmless

The Proposer shall indemnify, hold harmless and pay all costs of defense and damages for Hamilton County, including Russ Blakely & Associates, LLC as an agent of the County, its agents and employees, against any and all liability damage, loss, claims, including Civil Rights Claims, and expenses which may accrue and be sustained by or threatened against the County or its Commissioners, agents and employees on account of any claim, suit or action made or brought against the County, its agents, Commissioners, or employees for the death of or injury to any person or property, and/or for damages to any and all persons or property arising in whole or in

part from any and all acts or omissions, whether negligent or otherwise, of the Contractor, the officers, agents, employees, authorized persons of Contractor and those on the premises with Contractor's permission or for whose acts the County may be liable.

It is hereby agreed by the County and Vendor and subcontractors that this provision is intended to and does indemnify and hold harmless the county against any liability caused by or resulting from the acts of the Vendor and subcontractors, its employees, officers, students or anyone for whose acts the Vendor may be liable.

vi. Right to Audit

During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of the County to enter the Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid/charged under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

vii. Assignment and Subcontracting

Subcontracting will not be allowed for any services in this RFP without prior written authorization by the County. Proposals are to be submitted with any subcontracted work clearly identified. The County reserves the right to approve each subcontracting party both before and after award of the contract. Proposers are solely responsible for the work of any subcontractors and for their adherence to the terms and conditions of the contract. Proposers shall include each of its subcontractors as insured under the policies of insurance required herein or insure that their subcontractors meet the minimum requirements for insurance specified herein.

Neither the service provider nor Hamilton County may assign any resulting contract without the prior written consent of the other party.

viii. Right to Refuse Personnel

The County reserves the right to refuse, in its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors at any point throughout the contract.

ix. Nondiscrimination

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

x. **Payment Terms – Card Acceptance**

Awarded contractors should have the capability of accepting the County’s authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred, but is not the exclusive method of payment.

xi. **Contract Open to Other TN Agencies**

Any resulting contract shall be open to other Tennessee governmental agencies (including school districts) as a “piggyback contract” based on mutual agreement of the governmental agency and the Proposer. Other agencies, under separate agreement, are allowed to purchase the same items, at the same terms and conditions as this bid, during the period of time that this contract is in effect. Any liability created by Purchase Orders issued against this agreement shall be the sole responsibility of the district or agency placing the order.

xii. **Disadvantaged Business Program**

Hamilton County has established a Disadvantaged Business Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Hamilton County is committed to ensuring full and equitable participation for all disadvantaged businesses. Hamilton County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services to Hamilton County. In addition, Hamilton County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract with disadvantaged businesses in order to accomplish the successful delivery of goods and/or services.

For additional information about our Disadvantaged Business Program please contact:

Ken Jordan, Title VI /EEO Officer
423.209.6146 (office phone) or 423.209.6145 (fax)
Email: TitleVI@HamiltonTN.gov

xiii. **Code Of Ethics**

Hamilton County, through its Procurement Rules, has adopted the National Institute of Government Procurement (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.

xiv. **Drug-Free Workplace Program**

Note: Required for construction services, encouraged for others. Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Other organizations are encouraged to ensure that their workplace is Drug-Free.

xv. Termination

- a) Termination for Cause: In the event of any breach of contract by the successful service provider(s), Hamilton County may serve written notice to the service provider of its default, setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then Hamilton County shall have the right to terminate the contract upon thirty (30) days written notice and pursue all other remedies available to Hamilton County, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default.
- b) Termination for Convenience: This contract may be terminated for convenience by either party by giving written notice to the other, at least ninety (90) days before the effective date of termination. Said termination shall not be deemed a Breach of Contract. Upon such termination, neither Hamilton County nor the Contractor shall have a right to any actual general, special, incidental; consequential or any other damages whatsoever of any description or amount.
- c) Termination Due to Non-Appropriation: Hamilton County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30th of the last fiscal year for which funds were appropriated. The County shall notify the Contractor.

xvi. Cooperation with Other Service Providers

If the County undertakes or awards other contracts for additional related work, the Service Provider shall fully cooperate with such other Service Providers and the County employees, and carefully fit its own work to such additional work as may be directed by the County. The Service Provider shall not commit or permit any act which will interfere with the performance of work by any other Service Provider or County employees.

xvii. Provision of Database at Contract End

If requested by the County, upon expiration of the Contract resulting from this RFP, the Proposer shall provide the most up-to-date copy of the system's database, including all historical data, the data dictionary, file layouts, code tables, code value, data relationships, keys, and indices, etc., in a format to be determined by the Contract Manager. In addition, the Proposer shall provide read-only licenses for the County's use for a period of seven (7) years. If any data stored is in a proprietary format, Proposer shall provide a means for translating it to a standard in the public domain.

[End of Section]

Appendix A: Certificate of Compliance and Authorization to Bind

Note: Signatures by personnel authorized to bind your company are required on each of the aforementioned documents; both must be submitted with the proposal submission.

CERTIFICATE OF COMPLIANCE

By indication of the authorized signature below, the Proposer/Bidder does hereby make certification and assurance, under penalty of perjury, of the Proposer's/Bidder's compliance with all provisions of this bid/proposal and the following items:

1. the laws of the State of Tennessee and Hamilton County;
2. Title VI of the Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. that to the best of its knowledge and belief that each proposer/bidder is not on the list created pursuant to T.C.A. §12-12-106 regarding the Iran Divestment Act;
6. Hamilton County's Disadvantaged Business Enterprise guidelines;
7. the Drug Free Workplace statement;
8. the condition that the submitted proposal/bid was independently arrived at, without collusion, under penalty of perjury; and
9. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer/Bidder in connection with the procurement under this RFP.

Company Name: _____

Authorized Signature: _____

Date: _____

AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing **NO** misrepresentations. The information is **NOT** tainted by any collusion. I certify and acknowledge that I have reviewed and approved the release of this proposal/bid for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal/bid documents, and any subsequent negotiations, as well as execute the actual Contract documents, if selected.

Authorized Signature (Officer of the Company)

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Taxpayer Identification Number

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date