

# TIPS VENDOR AGREEMENT

Between Colonial Life & Accident Insurance Company and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

### RFP 170701 Employee Benefit Products and Services

#### General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the Solicitation (RFP, RCSP, RFQ) as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS.

#### Definitions

**PURCHASE ORDER** is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums or deleted from the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are examples of possible addenda.

# Terms and Conditions

## Freight

If applicable, all quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Shipping, delivery or freight charges shall be passed through at cost to the TIPS Member.

## Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

## Agreements

**All Agreements and agreements** between Vendors and TIPS Members shall strictly adhere to all applicable statutes and codes.

**Agreements for purchase** will normally be put into effect by means of a purchase order(s) or other similar document or contract executed by authorized agent(s) of the purchasing TIPS Member.

## Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

## Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment made by a TIPS Member can only be made to the awarded Vendor or vendor assigned dealer. TIPS permits Colonial Life to utilize its current vendors and subcontractors to perform certain administrative, underwriting services and other claim management functions. In addition, Colonial Life may subcontract with various service providers for certain additional policyholder services or features that may be available in connection with insurance products. In the future, Colonial Life may choose to subcontract for various other services.

**Disclosures**

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with TIPS under a TIPS Agreement.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

**Renewal of Agreements**

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the related solicitation as specified on page one of this agreement. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

**Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.**

NO AGREEMENT FOR GOODS OR SERVICES WITH A TIPS MEMBER BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT, MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE TIPS MEMBER MUST COMPLY. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE TIPS MEMBER SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE TIPS MEMBER FOR ANY RENEWAL PERIOD. THE PURPOSE OF THIS CLAUSE IS TO AVOID A TIPS MEMBER INADVERTENTLY RENEWING AN AGREEMENT DURING A PERIOD IN WHICH THE GOVERNING BODY OF THE TIPS MEMBER HAS NOT PROPERLY APPROPRIATED AND BUDGETED THE FUNDS TO SATISFY THE AGREEMENT RENEWAL. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A TIPS MEMBER AND A TIPS AWARDED VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

**Shipments (If Applicable)**

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify

TIPS and the TIPS Member as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The Vendor or, if applicable, the vendor assigned dealer shall submit invoices, to the TIPS Member. Each invoice shall include the TIPS Member's purchase order number. The shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS or the TIPS Member.

### **Payments**

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

### **Pricing**

The Vendor agrees to provide pricing to TIPS and TIPS Member entities that is at least equal to the lowest pricing available from the vendor to like cooperative purchasing customers in like situations and the pricing shall remain so throughout the duration of the Agreement.

All pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing, to be remitted to TIPS by the Vendor. Vendor shall not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS. Due to market can individual cline requirements, Colonial Life does not guarantee TIPS Members will receive the lowest cost for a product in the market. Colonial Life's rates include commissions, but do not itemize commissions on invoices.

### **Participation Fees**

Vendor or vendor assigned dealer agrees to pay TIPS on a monthly scheduled report the participation fee for all Agreement sales to TIPS Members utilizing a TIPS awarded contract. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping records of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

By submitting a proposal, Colonial Life agrees to indemnify, defend, and hold harmless TIPS, and any officers, employees, and agents of TIPS against whom a claim is asserted, from and against all losses, costs, expenses, claims, demands or suits arising out of any act or omission of Colonial Life in connection with its insurance products offered to TIPS employees. However,

Colonial Life shall have no duty to defend and indemnify under this agreement for losses, costs, claims, demands or suits which arise out of or result from willful, intentional or negligent acts or omissions of TIPS or its officers, employees or agents.

TIPS shall immediately notify Colonial Life of any claim, demand or suit which is subject to Colonial Life's duty to defend and indemnify hereunder. In any matter in which Colonial Life has a duty to defend and indemnify under this agreement, Colonial Life shall have the exclusive right to control the defense of the action, including the right to select defense counsel. TIPS and its officers, employees and agents shall fully cooperate with Colonial Life and defense counsel selected by Colonial Life in the defense of the action.”

### **State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

### **Miscellaneous**

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

### **Purchase Order Pricing/Product Deviation**

If a deviation of agreed pricing/product on a purchase order from a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

### **Termination for Convenience**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member.

### **TIPS Member Purchasing Procedures**

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO “TIPS Agreement Number”. Order is emailed to TIPS at tipspo@tips- usa.com.

- Awarded vendor delivers goods/services directly to the participating Member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating Member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report otherwise).

### **Supplemental Agreements**

The TIPS Member and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

**INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:**

**ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILITY TO INDEMNIFY ANY PARTY.**

**Licenses**

Awarded vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

**Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject assignment of this agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. This section does not affect the right of Colonial Life to engage subcontractors to perform under this agreement,

**Site Requirements (Only when applicable to service or job)**

**Cleanup:** Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded vendor

agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety measures:** Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### **Smoking**

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

### **Invoices**

The awarded vendor shall submit invoices to the TIPS Member clearly stating "Per TIPS Agreement". The shipment tracking number or other applicable pertinent information for verification shall be made available upon request.

### **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS and approval of which, shall not be unreasonably withheld by TIPS.

### **Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

### **Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not

specifically identified herein.

**Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of three (3) years from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor’s pricing that is offered to TIPS Members.

Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS. TIPS shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

**Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

**Acceptance of work by TIPS Member**

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

**Support Requirements**

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

**Incorporation of Solicitation**

The TIPS Solicitation, Request for Proposals, Request for Qualifications or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.



## Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All orders made by TIPS Members to the awarded vendor must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three (3) business days and confirm its receipt with TIPS.
  - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a breach of this agreement terms and conditions and will result in termination and rescission of this agreement and removal of the Vendor from the TIPS Program.
  - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within two (2) business days.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS Agreement catalog website, then any updated pricing must be posted by 1<sup>st</sup> of each month. Any increase in a "catalog" price, as defined herein, is not effective until it is published in the vendor's "catalog" as defined herein.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours of order receipt and appropriate action taken based on customer request.
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**Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.**

**Page 11 of 11 will be the TIPS Vendor Agreement Signature Page**

Approved by:   
Signature

Steven Johnson  
Print Name

Vice President  
Title

# TIPS Vendor Agreement Signature Form

RFP 170701 Employee Benefit Products and Services

Company Name Colonial Life & Accident Insurance Company

Address 1200 Colonial Life Boulevard

City Columbia State SC Zip 29210

Phone 803-678-6337 Fax \_\_\_\_\_

Email of Authorized Representative \_\_\_\_\_

Name of Authorized Representative Steven Johnson

Title Vice President

Signature of Authorized Representative see above on page 10 of 11

Date 8/24/2017

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature *Meredith Barton*

Approved by ESC Region 8 *David Wayne Fitts*

Date 8/24/2017

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Mr. David Mabe Vice-President of Construction	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address	
Email	david.mabe@tips-usa.com	Contact	David Mabe	Contact	
Phone	+1 (903) 243-4759			Department	
Fax	+1 (866) 749-6674	Department		Building	
Bid Number	170701	Building		Floor/Room	
Title	Employee Benefit Products and Services	Floor/Room		Telephone	
Bid Type	RFP	Telephone	+1 (866) 839-8477	Fax	
Issue Date	7/6/2017 08:04 AM (CT)	Fax	+1 (866) 839-8472	Email	
Close Date	8/11/2017 03:00:00 PM (CT)	Email	bids@tips-usa.com		

## Supplier Information

Company Colonial Life and Accident Insurance Company  
 Address 1200 Colonial Life Boulevard  
 Columbia, SC 29210

Contact  
 Department  
 Building  
 Floor/Room  
 Telephone (972) 542-3877  
 Fax  
 Email  
 Submitted 8/11/2017 11:45:02 AM (CT)  
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Regina Jackson

Email rjackson@coloniallife.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

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**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a> Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	Colonial Life currently operates in 49 states and the District of Columbia. In New York, similar products, if approved, are underwritten by a Colonial Life affiliate, The Paul Revere Life Insurance Company.
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Colonial Life product descriptions have been included in the attachments.
6	Primary Contact Name	Primary Contact Name	Glady Rowan
7	Primary Contact Title	Primary Contact Title	District General Agent
8	Primary Contact Email	Primary Contact Email	gladyro@sbcglobal.net
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9725423877
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9725423879
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Mike Flaherty
13	Secondary Contact Title	Secondary Contact Title	Colonial Life Representative
14	Secondary Contact Email	Secondary Contact Email	Mike.Flaherty@ColonialLife.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9724391308
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	

18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Not applicable.
19	Admin Fee Contact Email	Admin Fee Contact Email	Not applicable.
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	Not applicable.
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Not applicable.
22	Purchase Order Contact Email	Purchase Order Contact Email	Not applicable.
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	Not applicable.
24	Company Website	Company Website (Format - www.company.com)	coloniallife.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	57-0144607
26	Primary Address	Primary Address	1200 Colonial Life Boulevard
27	Primary Address City	Primary Address City	Columbia
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	SC
29	Primary Address Zip	Primary Address Zip	29210
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Voluntary, Supplemental, Insurance, Life, Accident, Group Term Life, Critical Illness, Group Critical Care, Whole Life, Benefits,
31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	YES
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:  (A) has its principal place of business in Texas;  OR  (B) employs at least 500 persons in Texas?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Columbia
34	Company Residence (State)	Vendor's principal place of business is in the state of?	South Carolina

35	Felony Conviction Notice:	<p>(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034.</p> <p>Following is an example of a felony conviction notice:  State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony.</p> <p>The notice must include a general description of the conduct resulting in the conviction of a felony."  Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."</p>	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	Not applicable.
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	0%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	<p>Vendor agrees to remit to TIPS the required administration fee?</p> <p>TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.</p>	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	No

44	Start Time	Average start time after receipt of customer order is ____ working days?	0
45	Years Experience	Company years experience in this category?	78
46	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
47	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes
48	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that:  1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)
49	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686  You may find the Blank CIQ form on our website at:  Copy and Paste the following link into a new browser or tab: <a href="https://www.tips-usa.com/assets/documents/docs/CIQ.pdf">https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</a>  Do you have any conflicts under this statutory requirement?	No
50	Filing of Form CIQ	If yes (above), have you filed a form CIQ as directed here?	
51	Regulatory Standing	I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.	Yes
52	Regulatory Standing	Regulatory Standing explanation of no answer on previous question.	Not applicable.

53 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.



## Instructions for Certification:

1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and / or debarment.

55 Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By submitting this offer and certifying this section, this bidder:  
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

56 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your

proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

57 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

(No Response Required)

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

58 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.  
Does vendor agree?

YES

59 2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)  
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.  
Does vendor agree?

YES

60	2 CFR PART 200 Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	YES
61	2 CFR PART 200 Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.</p> <p>Does vendor agree?</p>	YES
62	2 CFR PART 200 Federal Rule	<p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	YES

63	2 CFR PART 200 Procurement of Recovered Materials	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?	NO
64	Indemnification	The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?	Yes

65	Remedies	<p>The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
66	Remedies Explanation of No Answer		
67	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
68	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p>	Yes

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

- 69 Alternative Dispute Resolution Yes, I Agree  
Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.  
Do you agree to these terms?
- 70 Alternative Dispute Resolution Explanation of No Answer
- 71 Infringement(s) Yes, I Agree  
The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.  
Do you agree to these terms?
- 72 Infringement(s) Explanation of No Answer
- 73 Acts or Omissions Yes, I Agree  
The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.  
Do you agree to these terms?
- 74 Acts or Omissions Explanation of No Answer
- 75 Contract Governance Yes  
Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

76 Payment Terms and Funding Out Clause

Payment Terms:  
TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Yes

Funding Out Clause:  
Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.  
See statute(s) for specifics or consult your legal counsel. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.  
Do you agree to these terms?

77 Insurance and Fingerprint Requirements Information

Insurance  
If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint  
It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>  
If the vendor has staff that meet both of these criterion:  
(1) will have continuing duties related to the contracted services; and  
(2) has or will have direct contact with students  
Then you have "covered" employees for purposes of completing the attached form.  
TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at [NCJU@txdps.state.tx.us](mailto:NCJU@txdps.state.tx.us) and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.  
See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)



78 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

79 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? No

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

RFP Terms and Conditions, page 19, #6, has this requirement: "Pricing proposed shall be provided to any TIPS member and regardless of the quantity of product or service purchased from the awarded vendor."—Some of our plans may deviate slightly since some have minimum participation requirements.

RFP Terms and Conditions, page 20, #8 Conditions of Agreement: "The terms and conditions of this solicitation shall control in the order that best serves the TIPS members' needs and deciding the controlling order is at the sole discretion of TIPS."—We agree, while explaining that the Texas Department of Insurance reserves approval/control of our policies and rates.

RFP Terms and Conditions, page 20, #11 LIMITATION OF LIABILITY – Waiver: "BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE INTERLOCAL PURCHASING SYSTEM TIPS EDUCATION SERVICE CENTER ..."—We propose replacing these lines with the following language: "By submitting a proposal, Colonial Life agrees to indemnify, defend, and hold harmless TIPS, and any officers, employees, and agents of TIPS against whom a claim is asserted, from and against all losses, costs, expenses, claims, demands or suits arising out of any act or omission of Colonial Life in connection with its insurance products offered to TIPS employees. However, Colonial Life shall have no duty to defend and indemnify under this agreement for losses, costs, claims, demands or suits which arise out of or result from willful, intentional or negligent acts or omissions of TIPS or its officers, employees or agents.

TIPS shall immediately notify Colonial Life of any claim, demand or suit which is subject to Colonial Life's duty to defend and indemnify hereunder. In any matter in which Colonial Life has a duty to defend and indemnify under this agreement, Colonial Life shall have the exclusive right to control the defense of the action, including the right to select defense counsel. TIPS and its officers, employees and

agents shall fully cooperate with Colonial Life and defense counsel selected by Colonial Life in the defense of the action.”

81 Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

No

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Page 3, Assignments of Agreements: "No assignment of Agreement may be made without the prior written approval of TIPS."—In administering an insurance policy Colonial Life may utilize its current vendors and subcontractors to perform certain administrative, underwriting services and other claim management functions. In addition, Colonial Life has subcontracted with various service providers for certain additional policyholder services or features that may be available in connection with insurance products. In the future, Colonial Life may choose to subcontract for various other services. Due to our high number of clients (92,000+), we currently cannot agree to submit subcontractors to clients for prior approval.

Page 5, Pricing: "The Vendor agrees to provide pricing to TIPS and TIPS Member entities that is at least equal to the lowest pricing available from the vendor to like cooperative purchasing customers in like situations and the pricing shall remain so throughout the duration of the Agreement."—Because this is a general block offer, we cannot guarantee that TIPS members will always have lowest pricing.

Page 5, Pricing: "Vendor shall not show adding the fee to the invoice presented to TIPS Member customer."—Our rates include commissions, but we do not itemize commissions on invoices.

Page 5, Indemnity—We propose replacing this section with the following language: "By submitting a proposal, Colonial Life agrees to indemnify, defend, and hold harmless TIPS, and any officers, employees, and agents of TIPS against whom a claim is asserted, from and against all losses, costs, expenses, claims, demands or suits arising out of any act or omission of Colonial Life in connection with its insurance products offered to TIPS employees. However, Colonial Life shall have no duty to defend and indemnify under this agreement for losses, costs, claims, demands or suits which arise out of or result from willful, intentional or negligent acts or omissions of TIPS or its officers, employees or agents.

TIPS shall immediately notify

Colonial Life of any claim, demand or suit which is subject to Colonial Life's duty to defend and indemnify hereunder. In any matter in which Colonial Life has a duty to defend and indemnify under this agreement, Colonial Life shall have the exclusive right to control the defense of the action, including the right to select defense counsel. TIPS and its officers, employees and agents shall fully cooperate with Colonial Life and defense counsel selected by Colonial Life in the defense of the action."

Page 7, Novation: "TIPS reserves the right to accept or reject assignment of this agreement."—In administering an insurance policy Colonial Life may utilize its current vendors and subcontractors to perform certain administrative, underwriting services and other claim management functions. In addition, Colonial Life has subcontracted with various service providers for certain additional policyholder services or features that may be available in connection with insurance products. In the future, Colonial Life may choose to subcontract for various other services. Due to our high number of clients (92,000+), we currently cannot agree to asking clients for approval to utilize vendors and subcontractors.

Page 9, Audit rights—We comply, to the extent privacy laws allow.

Page 11, Promotion of Agreement—We will encourage all eligible entities to purchase from the TIPS Program to the best of our abilities. We cannot commit to exhaustively check the TIPS membership list for every lead our field force submits.

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Line Items

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Response Total: \$0.00

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## EMPLOYEE BENEFIT PRODUCTS AND SERVICES

The Interlocal Purchasing System (TIPS) seeks proposals from companies to provide benefits communication and enrollment services for the members of The Interlocal Purchasing System (TIPS). In addition, the proposing company should offer expanded benefits choices to TIPS Members employees through voluntary benefits. These benefits would be 100% employee paid. Please provide detailed responses to the questions below:

1. Provide the legal name and address of your company.

**Colonial Life & Accident Insurance Company  
1200 Colonial Life Boulevard  
Columbia, SC 29210**

2. Please provide a brief history of your organization including how many years your company has been providing voluntary benefit enrollment services to employers.

**Colonial Life was founded in 1939 and has specialized in payroll-marketed, voluntary employee benefits for 78 years. Colonial Life is a stand-alone subsidiary of Unum Group, a Fortune 500 company. UNUM Group is a holding company for multiple wholly owned insurance companies.**

**We pioneered the concept of worksite marketing in 1955, then paved the way for payroll-deducted premiums. We have built on that expertise ever since.**

**Approximately 97 percent of Colonial Life's new business is conducted through payroll deduction. Because we pioneered the concept, it has become our specialty. Our people, processes and products are all aligned to deliver seamless payroll deduction enrollment and service excellence.**

**Unlike so many other carriers, supplemental benefits are not a sideline business for us. This is our livelihood, our founding concept, and we have succeeded through our reputation. Colonial Life has made the investments in technology and service that are needed to deliver excellent service and support to our customers in this field.**

3. Please provide a general description of size and assets of the organization.

**Colonial Life currently operates in 49 states and the District of Columbia. In New York, similar products, if approved, are underwritten by a Colonial Life affiliate, The Paul Revere Life Insurance Company. Colonial Life has more than 3.8 million policies in force and serves approximately 92,000 businesses and organizations.**

4. List all impartial service, industry or other ratings and/or reports regarding your company.

**Colonial Life has strong financial ratings according to these rating companies:**

<b>Rating Company</b>	<b>Rating</b>
<b>A.M Best</b>	<b>A Excellent</b>
<b>Moody's Investment Services</b>	<b>A2 Good</b>
<b>Standard &amp; Poor's Corporation</b>	<b>A Strong</b>
<b>Fitch (<i>aka - Duff and Phelps</i>)</b>	<b>A Strong</b>

5. Experience and reliability of the proposer's organization are considered in the evaluation process. Therefore, the proposer is advised to submit any information that exhibits successful and reliable experience in past performances, especially those performances related to the requirements of this RFQ. Specifically, please provide any information which demonstrates extensive experience with accounts of this size, or with other public sector accounts.

**Colonial Life has over 60 years of market expertise, working with public sector accounts. Our strong support and service in the public sector market includes partnerships with some of the most-respected public sector organizations in the country, including the International Public Management Association for Human Resources, Government Finance Officers Association, National Joint Powers Alliance, National Institute of Governmental Purchasing and Association of School Business Officials.**

**Colonial Life currently works with:**

- **Approximately 8,000 public sector accounts**
- **Approximately 3,200 public sector accounts with 500 lives or greater**
- **Approximately 350 public sector accounts in the state of Texas**

**Colonial Life holds 17% market share of the large case market, and the average tenure of these accounts are 13 years. About 1 in 6 employers with over 500 lives offer Colonial Life products to their employees.**



6. What other relevant services do you provide along with your voluntary benefits that would be of value to an employer?

**Along with our standard services, Colonial Life offers several value-added services at no direct cost to you:**

- **Core benefits communication, enrollment and automated data return**
- **Wellness Check-Up**
- **Dependent Verification Services**
- **Customized Employee Benefit Statements**
- **HR Answers Now**
- **Health & Wellness Discount Program - Wellcard**
- **Superior Vision**
- **KOFE Financial Education**

**A full description of our Value-Added Services has been uploaded to the Supplementary folder in Response Attachments.**

7. Briefly describe any services you offer that could help save the TIPS members HR department time and resources.

**Colonial Life clients have access to HRAnswersNow, which is available through our partnership with Commerce Clearing House (CCH). Plan administrators will receive a free subscription to this website that contains information on human resources policies and guidelines, tools and checklists, and the most up-to-date state and federal laws and regulations.**

**Colonial Life offers several different enrollment support and service capabilities.**

**If we are allowed one-to-one access to employees during enrollment and have the required planning time needed for implementation and can sell two of our insurance plans, we will offer the following:**

**Customized Communications – Colonial Life can tailor a complete benefits communication campaign for our premier clients. We will develop and implement a communications strategy that best supports your enrollment needs. This is provided at no charge and may include the following:**

- **Customer employee flier and posters – Distributed to announce the enrollment**
- **Employee benefit booklets**
- **E-mail campaign**
- **Voicemail blasts**
- **Custom Website – a website specifically tailored to communicate enrollment dates and benefits to employees.**

- **Custom Video** – a video customized to communicate your benefits program that can be utilized to broadcast a consistent message to all employees and placed on your intranet site for employee access.
- **Presentations** – Groups presentations outlining the benefit offering and HR's expectations for employee involvement.
- **Wellness articles** – Incorporated into your electronic newsletter to accompany the enrollment messaging.
- **Colonial Life's Benefit Learning Center** – A fun and interactive website designed to provide your employees simple, straightforward advice to help them understand and appreciate the benefits available to them through the workplace. Please visit our Benefits Learning Center at <http://benefitslearningcenter.com/abccompany>.

Colonial Life also provides online services for policyholders and plan administrators.

**Our Policyholders website allows policyholders to:**

- Find contact information for Colonial Life
- Email our customer service area with questions. Customers will receive a response within 2 business days.
- Update name and address changes.
- Learn how to file a claim.
- File Wellness and Doctor's Office Visit claims or Loss of Life Notifications.
- View claim status updates including information on receipt of faxed claim (updated daily)
- Print or download claim forms, request for service forms and beneficiary change forms.
- Order duplicate policies and ID cards.
- Make online payments.

**Our My Account Administration website allow plan administrators to:**

- Access all of our online services, such as to view and pay their bill online, or view a rolling 12-month billing history.
- Email questions or requests directly to the Plan Administrator Service Center, 24 hours a day, 7 days a week.
- Access Commerce Clearing Houses' (CCH) *HRAnswersNow*<sup>®</sup> human resources archive. Plan administrators receive a free subscription to this website that contains information on human resources policies and guidelines, tools and checklists, and the most up-to-date state and federal laws and regulations.
- Find resource information, such as billing administration tips, claims filing information, flexible benefit plans and handling an employee's leave of absence.

- **View Secure Data Transfer demos.**
- **Download claim forms and request for service forms.**

**Through the website, the plan administrator also has access to several billing reconciliation tools made available.**

8. **How do you ensure that your agents sell employees only what they need and do not oversell?**

**Our benefit counselors are compensated on a commission basis. We use this compensation arrangement due to the vested interest it invokes among our team. Each representative then has an obligation to provide superior service and impartial consultation to the account's employees, to the employees' satisfaction -- or their compensation is directly impacted. The representatives are trained to provide value through *consultation* -- not selling -- and they understand the responsibility that comes with their role.**

**However, we do have the flexibility to provide per diem payment depending on the client's desires and the enrollment logistics.**

**And our Business Quality Index (BQI) gives us statistical measures of business submission and persistency, including any policies which lapse before any premiums are paid, and the percentage of policies that are still active after 4 months. BQI ensures our benefit counselors utilize a needs-based approach (instead of a sales-driven approach). All counselor compensation, bonuses, and recognition are tied to this index.**

#### **Public Sector Specific Questions**

1. **Describe your company's depth and experience in the public sector market.**

**Colonial Life has been serving the public sector for over 60 years. Colonial Life currently works with:**

- **Approximately 8,000 public sector accounts**
- **Approximately 3,200 public sector accounts with 500 lives or greater**
- **Approximately 350 public sector accounts in the state of Texas**

**Colonial Life holds 17% market share of large-case accounts, and the average tenure of these accounts are 13 years.**

**Approximately 1 in 6 employers with over 500 lives offer Colonial Life products to their employees.**

2. Briefly describe any experience you have with public sector organizations that lend you extensive knowledge to working with the public sector.

**Colonial Life has been serving the needs of the public sector market for over 60 years. Colonial Life currently works with:**

- **Approximately 8,000 public sector accounts**
- **Approximately 3,200 public sector accounts with 500 lives or greater**
- **Approximately 350 public sector accounts in the state of Texas**

**Colonial Life holds 17% market share of large-case accounts, and the average tenure of these accounts are 13 years.**

**Approximately 1 in 6 employers with over 500 lives offer Colonial Life products to their employees.**

#### Benefits Communications and Enrollment

1. Please provide a detailed description of your expertise in providing benefits communication and enrollment programs. Do you provide the same services for the TIPS member's core benefit program as you would for the benefits you offer? This description should include your recommendations for the benefits communication and/or enrollment process.

**Colonial Life's benefit counselors are trained to explain and enroll your entire benefits package, along with Colonial Life's personal insurance products and, if applicable, the flexible benefits plans.**

**Colonial Life will be responsible for working with you in planning and scheduling your enrollment. Our benefit counselors can conduct both management and employee informational meetings.**

**We can provide you with a customized memo to introduce Colonial Life to your employees. This memo may be tailored as needed to present the products and services specific to your situation.**

**Our benefits communication and engagement program may also include customized:**

- **Pre-enrollment announcements**
  - **Posters**
  - **Fliers**
  - **Tent Cards**

- **Printed benefits education**
  - **Product brochures**
  - **Newsletter articles**
  - **Benefit booklets**
- **Online benefits education**
  - **Email content**
  - **Videos**
  - **Websites**

**We recommend using our Harmony enrollment system, which offers both web-based and offline options. Colonial Life benefit counselors can review employees' current benefits plans and help them make better decisions about other available options. A personal salary illustration illustrates how employees' choices affect their take-home pay. From the laptop, we can enroll an entire benefits package – including health coverage, employer-sponsored insurance plans and personal insurance products.**

**The Harmony enrollment system offers many advantages to both the employer and employee. For the employee, there is a consistent message from the benefit counselors, showing the complete benefits and enrollment picture. With Harmony, employees can view often complex employer-provided and voluntary benefits programs in an easy-to-understand manner. Colonial Life's Harmony enrollment system allows us to load current benefits and payroll data prior to visiting with each employee so each individual receives personal and pertinent communication.**

**For the employer, there is assurance of a consistent message reaching all your employees, a better "partnership" with employees in today's complex benefits environment, and possible efficiency and cost savings in collecting electronic enrollment data.**

**Because Harmony's enrollment database is web-based, employers can receive daily snapshots of an enrollment's progress and employee response. The result is a benefits enrollment process where your goals, objectives and programs are effectively communicated with greater employee understanding and satisfaction.**

**Harmony also brings flexibility to benefits enrollments, allowing employers to enroll employees anytime, anywhere. Benefit counselors can enroll employees face-to-face, co-browsing over the Internet or through a call center. Employee self-enrollment is also an option. Your Colonial Life benefits counselor will help you determine which system will best meet the needs of your account.**

**If your enrollment system needs are more robust, we can supplement our Harmony enrollment capabilities to work with a wide range of benefits administration and**

**human resource systems, for fully seamless enrollment and administration services. Employee Navigator, which is a preferred partner of Colonial Life, would be an option and is available to meet the needs for enrollment.**

2. Proposers shall submit as a part of their Proposal a preliminary implementation plan. The plan should consist of a sequential listing of all steps necessary to provide the requested services and who is responsible.

**A sample Enrollment Implementation Timeline has been uploaded to the Supplementary folder in Response Attachments.**

3. Please advise as to the location, telephone number and manager of the company's regional office which would oversee the TIPS account. Preference will be given to proposers with local support staff and offices.

**Glady Rowan  
202 West Louisiana  
Suite #109  
McKinney, Texas 75069**

4. Describe how the enrollment will be organized and managed. Describe the resources necessary to accomplish the purpose of the benefits enrollment, including but not limited to local insurer support staff.

**Premier Client Services is your dedicated team at our home office, and supports large accounts by offering tailored benefits communication and enrollment support. With more than 60 years of experience working with customers with 500 employees or more, we understand that larger customers often require specialized services. Accounts with 500 employees or more will work closely with a team of experts, to ensure constant support before, during, and after the enrollment process. This team will include the following:**

- **New Account Consultant**
- **Client Manager**
- **Regional Enrollment Managers**
- **Enrollment Data Managers**
- **Billing Coordinators**
- **Local Sales and Service Team**

**Accounts that have less than 500 employees will work closely with their local sales and service team to ensure a successful enrollment. They will also be assigned a dedicated Billing Coordinator as the point of contact for the billing administration process.**

5. The individuals performing the enrollment must conduct themselves in an informational manner effectively communicating all aspects of the benefits to properly inform and educate employees. Please describe the enrollers who would be meeting with the employees? Do they have experience with public sector enrollments? Will it be necessary to significantly increase your staff in order to fulfill this contract?

**Your lead Colonial Life representative, Gladys Rowan, and sales office have over 30 years of experience in the Voluntary Benefits and 10 years of experience in the public sector market.**

**All Colonial Life enrollers are provided the training and development needed to be the best in the industry. Through "Colonial Life College" we offer a comprehensive curriculum of courses that target both new and career sales representatives and managers. We require our sales representatives to complete product training and pass mandatory product knowledge mastery tests before they can sell our products.**

**We will accommodate as many enrollers as are needed to meet the needs and expectations of the enrollment.**

6. Describe the formal training program and infrastructure you have in place for your enrollers.

**Colonial Life is committed to providing our sales representatives and managers the training and development they need to be the best in the industry. Through "Colonial Life College" we offer a comprehensive curriculum of courses that target both new and career sales representatives and managers. We offer classroom training, and a wide variety of self-paced tutorials and live distance learning events to meet the varied needs of our sales team. We require our sales representatives to complete product training and pass mandatory product knowledge mastery tests before they can sell our products. Additionally, we have special certification training for our new sales managers, career Benefits Counselors, enrollment coordinators and our National Enrollment Team. We also provide our sales force with free Continuing Education training to maintain their state insurance license. Colonial Life College's staff of professional training developers and instructional designers is dedicated to producing the best insurance sales people in the country.**

7. The Interlocal Purchasing System (TIPS) Members prefers a provider who can help show employees what they provide for them in the area of benefits, so they can better appreciate those benefits and The Interlocal Purchasing System (TIPS) Members financial contributions to them. What communication and/or enrollment services make your company's proposal uniquely attractive in this regard?

**During individual enrollment, our counselors will update all employees on their existing benefits package. This service can result in favorable employee relations for your organization by making your employees more aware of the benefits you currently make available.**

**The benefit counselors will also provide each employee with a personal salary illustration to show how various benefits affect the employee's net spendable income.**

**We have several options for offering simplified benefit statements through our automated enrollment system. These options are available at no charge to the employer. Options include:**

- **Employee costs.**
- **Employer and employee costs.**
- **Company and employee name to print at the bottom of each statement.**
- **Ability to include the employer's logo.**
- **Information on paid time off and holidays**

8. Describe the communication pieces your company provides to assist in the enrollment process. Specifically, the TIPS members are interested in providing each employee:
- a benefits statement
  - a salary illustration
  - an election form

**Benefit Statements – We have several options for offering simplified benefit statements through our automated enrollment system. These options are available at no charge to the employer. Options include:**

- **Employee costs.**
- **Employer and employee costs.**
- **Company and employee name to print at the bottom of each statement.**
- **Ability to include the employer's logo.**
- **Information on paid time off and holidays.**

**Salary Illustration – Benefit counselors will provide each employee with a personal salary illustration to show how various benefits affect the employee's net spendable income.**



**Election Form – At the end of the enrollment, benefit counselors will ask each employee to electronically verify an election form indicating their enrollment choices regarding participation in the flexible benefits plan, Colonial Life’s personal insurance products, and, if applicable, other employer-sponsored benefits.**

9. Include a sample communication plan and samples of the communication material you will provide for employees.

**A sample communication and enrollment plan and sample communication material have been uploaded to the Supplementary folder in Response Attachments.**

10. Proposers are required to provide in their proposals a description of the proposer’s Internet -based uses and any recommendations for electronic enrollment services including recommendations concerning appropriate uses of Internet based enrollment or enrollment support activities.

**Over the years we’ve found that internet-based enrollment works best when our benefits counselors assist employees. Most employees will tell you that benefits education works best face-to-face, which is why we suggest a face-to-face benefits consultation as part of the enrollment. Our 1-to-1 meetings offer the most employee engagement and the best opportunity to help your employees understand and appreciate the benefits you provide. Our highly trained benefits counselors meet with employees individually, reviewing their personal benefits situation.**

**Colonial Life provides online services for policyholders and plan administrators.**

**Our Policyholders website allows policyholders to:**

- Find contact information for Colonial Life
- Email our customer service area with questions. Customers will receive a response within 2 business days.
- Update name and address changes.
- Learn how to file a claim.
- File Wellness and Doctor’s Office Visit claims or Loss of Life Notifications.
- View claim status updates including information on receipt of faxed claim (updated daily)
- Print or download claim forms, request for service forms and beneficiary change forms.
- Order duplicate policies and ID cards.
- Make online payments.

**Our My Account Administration website allow plan administrators to:**

- Access all of our online services, such as to view and pay their bill online, or view a rolling 12-month billing history.
- Email questions or requests directly to the Plan Administrator Service Center, 24 hours a day, 7 days a week.
- Access Commerce Clearing Houses' (CCH) *HRAnswersNow*® human resources archive. Plan administrators receive a free subscription to this website that contains information on human resources policies and guidelines, tools and checklists, and the most up-to-date state and federal laws and regulations.
- Find resource information, such as billing administration tips, claims filing information, flexible benefit plans and handling an employee's leave of absence.
- View Secure Data Transfer demos.
- Download claim forms and request for service forms.

Through the website, the plan administrator also has access to several billing reconciliation tools made available.

11. For purposes of collecting enrollment data, the contractor should make available a computer application that is fully developed, tested, and successfully installed. What are the costs associated with supporting your enrollment system?

**There are no costs associated with establishing the connection between a qualifying license of Employee Navigator and Harmony. However, a qualifying license must be owned by the license holder wishing to connect an Employee Navigator account to Harmony. Of the license types offered by Employee Navigator, only the Enhanced Plus, Elite, and Platinum licenses qualify for a connection with Harmony or what Employee Navigator refers to as, "Third party apps." Employee Navigator's licensing costs can be found on <https://www.employeenavigator.com/Pricing>.**

12. The proposer should provide detail regarding their experience in designing, implementing, administering, managing and maintaining electronic enrollment services. How do you maintain data security? What fee(s) are charged for these services?

**The Harmony enrollment system is maintained by Colonial Life, with various connections to 3<sup>rd</sup> party enrollment systems regularly maintained by implementation managers, developers, and business relationship managers working in tangent to ensure all enrollment services related to Colonial Life products are functioning accurately. Colonial Life products are maintained on the Harmony enrollment system, a proprietary Colonial Life platform. The Harmony system is connected to Employee Navigator via a webservice bridge/connection.**

**Data Security on the Harmony system is deployed at the point of bridge from Employee Navigator into Harmony.**

**The Harmony enrollment system's databases and web servers are physically located in a secured data center. The web servers sit on an Internet site and provide security during transport by using Secure Sockets Layer (SSL) protocol. The databases are housed on a physically separate server and are not directly accessible to Internet resources or users.**

**The use of SSL protocol provides server authentication and data integrity. The server is authenticated by the use of a digital certificate issued by a Certificate Authority. This digital certificate verifies the connection between a server's public key and the server's identification. This means that when you connect with the website, you are assured that the server is not an impostor. Data integrity is delivered using the SSL protocol encryption process, which prevents tampering and eavesdropping. This process involves using two types of encryption keys to increase performance and security:**

- **An asymmetric key used during the process to establish a secure connection with the client.**
- **A symmetric key used to encrypt the data being communicated across the Internet.**

**As recommended by the U.S. National Institute for Standards and Technology (NIST), our site uses a 1024-bit asymmetric key, combined with a 128-bit symmetric key.**

**You can tell that a document comes from a secure server by looking at the address (URL) field. If the URL begins with https:// (instead of http ://), the document comes from a secure server. Some browsers may not support 128-bit symmetric encryption or may not have SSL enabled. In these cases, access to the enrollment system site would be denied. We are required to protect the privacy of individually identifiable health information about our customers.**

13. Please describe your multi-location/multi-state enrollment capabilities.

**Our national benefits counseling team consists of certified benefit counselors who are hand-selected and trained to support our large, multi-location clients. These certified benefit counselors, who are managed by our Regional Enrollment Managers, are long-term partners averaging more than eight years working with our Premier Client account enrollments. To ensure that our benefit counselors have a vested interest in enrolling and servicing accounts, Colonial Life uses a Business Quality Indicator (BQI) score to ensure long-term satisfaction from our customers. This index directly affects**

our benefit counselors' standing on the national benefits counseling team. We are proud that the average BQI for the national benefits counseling team is 5 percent higher than company standards.

The national benefits counseling team members must also participate in recertification classes, which include privacy and security updates, new core benefits such as Consumer Driven Health Plans, and any new Colonial Life enrollment technology and products. We will develop training specifically for your enrollment to ensure benefit counselors understand your philosophies, the objectives you have for your employees, and your benefit information.

14. Please provide the goals and expectations you set for your service departments (i.e. how quickly do you answer the phone, how quickly do you pay claims, etc.)?

**Contact Center Goals and Results**

<b>Performance Standard</b>	<b>2016 Goal</b>	<b>2016 Actual Results</b>
<b>Speed of answer</b>	<b>Goals changed in July to answer 80% of the calls in 40 seconds</b>	<b>From July 2016-Sept 2016: 87%</b>
<b>Quality</b>	<b>To achieve a composite quality audit score of 94% or higher</b>	<b>95.61%</b>
<b>Responding to after-hours caller</b>		<b>Our contact center is open 8 am to 8 pm; we have 24/7 self-service options in our IVR system; customers can email us 24/7 (we respond between 8 am and 8 pm)</b>
<b>Call abandonment</b>		<b>Since beginning of 2016: 4% at 1:21 mins</b> <b>Since July 2016: 1.5% at 0:26 seconds</b>

**Claims Goals and Results**

<b>Performance Standard</b>	<b>2017 Goal (year to date)</b>	<b>2017 Actual Results (year to date)</b>
<b>Turnaround Time</b>	<b>Resolve 91% of all claims in 5 days.</b>	<b>Processed 92.5% of all claims in 5 days.</b>

<b>Customer Satisfaction</b>	<b>Our goal is 95% of customers to be satisfied or very satisfied with the claims experience.</b>	<b>Customer satisfaction results are 96%</b>
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Satisfaction Ratings from Plan Administrators:

1. Have you conducted plan administrator satisfaction surveys?

**Yes, Colonial Life conducts plan administrator satisfaction surveys quarterly.**

2. What % of plan administrators surveyed give your company positive ratings for ease of submitting billing changes?

**93% of plan administrators gave Colonial life positive ratings for ease of submitting billing changes.**

3. What % of plan administrators surveyed give your company positive ratings for ease of use of online services?

**94% of plan administrators gave Colonial life positive ratings for ease of use of online services.**

4. What % of plan administrators surveyed are likely to recommend your company?

**95% of plan administrators are likely to recommend Colonial Life.**

5. What % of plan administrators surveyed are likely to continue offering your products?

**95% of plan administrators are likely to continue offering Colonial Life products**

Ratings from Brokers:

1. Have you conducted broker satisfaction surveys?

**Yes, Colonial Life conducts broker satisfaction surveys quarterly.**

2. What % of benefits brokers surveyed gave your company positive ratings for making administration of benefits plans easy for clients?

**90% of brokers gave positive ratings to Colonial Life for making administration of benefits plans easy for clients.**

3. What % of benefits brokers surveyed gave your company positive ratings for providing a thorough, fair and objective evaluation of claims?

**93% of brokers gave positive ratings to Colonial Life for providing a thorough, fair and objective evaluation of claims.**

4. What % of benefits brokers surveyed gave your company positive ratings for being trusted to do the right thing for policyholders?

**95% of brokers gave positive ratings to Colonial Life for being trusted to do the right thing for policyholders.**

5. What % of benefits brokers surveyed gave your company positive ratings for having a positive corporate reputation?

**94% of brokers gave positive ratings to Colonial Life for having a positive corporate reputation.**

6. What % of benefits brokers surveyed gave your company positive ratings for support provided for implementing voluntary benefits?

**92% of brokers gave positive ratings to Colonial Life for the support provided during the implementation of voluntary benefits.**

7. What % of benefits brokers surveyed are likely to recommend your company?

**91% of brokers are likely to recommend Colonial Life.**

Ratings from Claimants:

1. Have you conducted claimant satisfaction surveys?

**Yes, Colonial Life conducts claimant satisfaction surveys quarterly.**

2. What % of claimants are satisfied with your company's overall handling of their claim?

**95% of claimants are satisfied with Colonial Life's overall handling of their claim.**

3. What % of claimants are satisfied with the overall experience of submitting a claim?

**96% of claimants are satisfied with the overall experience of submitting a claim.**

4. What % of claimants are satisfied with the ease of checking claim status?

**94% of claimants are satisfied with the ease of checking claim status.**

5. What % of claimants are satisfied with the simple and clear language used in your communications?

**94% of claimants are satisfied with the simple and clear language used in communications.**

#### Ratings of Your Contact Center:

1. Have you conducted caller satisfaction surveys?

**Yes, Colonial Life conducts caller satisfaction surveys quarterly.**

2. What % of the surveyed callers are satisfied that your contact center representative listened carefully to what they said and took the time to understand their request?

**94% callers are satisfied that Colonial Life's contact center representative listened carefully to what they said and took the time to understand their request.**

3. What % of the surveyed callers are satisfied that your contact center representative explained things in a way callers could understand?

**93% of callers were satisfied that Colonial Life's contact center representative explained things in a way they could understand.**

4. What % of the surveyed callers are satisfied that your contact center representative was knowledgeable?

**92% of callers were satisfied that Colonial Life's contact center representative was knowledgeable.**

5. What % of the surveyed callers are satisfied with the courtesy and respect shown by your contact center representative?

**97% of callers were satisfied with the courtesy and respect shown by the Colonial Life contact center representative.**

6. What % of the surveyed callers are satisfied with the professionalism shown by your contact center representative?

**96% of callers were satisfied with the professionalism shown by the Colonial Life contact center representative.**

#### Voluntary Benefits Program:

1. Please describe the voluntary benefits you propose to offer to our employees.

**We are offering Accident, Critical illness, Group Critical Care, and Whole Life.**

**Our Underwriting Offer has been uploaded to Proposed Goods and Services folder in the Response Attachments.**

2. Are the plans individual contracts? Group?

**We have included individual and group products in our offer.**

3. Are you are proposing group and individual plans under a single brand? If yes, then:
  - a. Are the plan types (group vs. individual) provided by two separate subsidiaries of your parent company?

**Individual and group products will be offered through Colonial Life.**

- b. Would the TIPS member receive a single invoice that covered both plans?

**Yes.**



c. How many payroll slots would you need if the TIPS member selected both types of plans?

**We only need one payroll slot, at no direct cost to the client.**

d. If the TIPS member had billing issues, do you provide a toll-free number just for Plan Administrators that is separate from the toll-free number for policyholders?

**Yes, a separate toll-free number is provided to Plan Administrators. Our Service Center is staffed from 8 a.m. to 7 p.m., EST, Monday through Friday. This team should be the primary contact for our plan administrators for all billing questions and concerns.**

e. If the TIPS member had billing issues, do you have one central billing department that can resolve the issues for both types of plans?

**Yes. Our Service Center is staffed from 8 a.m. to 7 p.m., EST, Monday through Friday. This team should be the primary contact for our plan administrators for all billing questions and concerns.**

**TIPS members will also have a dedicated Billing Specialist as their point of contact for the billing administration process. The specialist will analyze and resolve billing discrepancies and proactively work with the Client Manager and TIPS to provide service solutions and enhancements. The Billing Specialist is also responsible for handling billing service inquiries to ensure customer needs are met.**

f. Will the TIPS member have one Account Manager for individual plans, and another for group plans?

**There will be one Account Manager assigned for both the individual and group plans.**

g. Are claims for both types of plans handled by the same claims department?

**Yes, the Claims Department will handle both group and individual policy claims. The department is composed of three major areas – accident and health (A&H), the disability and life claims. A&H processes all non-disability claim types, including health screening, spouse and dependent claims, accident, hospital confinement, cancer and critical illness.**

**Disability reviews and resolves all disability claims. Claims specialists are divided into geographically defined disability units.**

**The Life Claims area processes all claims for death benefits on life and/or accidental death policies.**

4. How long has your company been providing voluntary benefits?

**Colonial Life was founded in 1939 and has specialized in payroll-marketed, voluntary employee benefits for 78 years.**

5. How often do you change the rates on your plans?

**Individual product rates can only be increased with approval from the State Department of Insurance and only if we change the rates on all the policies of that kind in the state where the policies were issued.**

**There is a 3-year rate guarantee for all group products offered.**

6. In what states is your company licensed to do business?

**Colonial Life currently operates in 49 states and the District of Columbia. In New York, similar products, if approved, are underwritten by a Colonial Life affiliate, The Paul Revere Life Insurance Company.**

7. Are all of the proposed plans approved in all 50 states? If no, what states are approved?

**Colonial Life currently operates in 49 states and the District of Columbia. In New York, similar products, if approved, are underwritten by a Colonial Life affiliate, The Paul Revere Life Insurance Company. Colonial Life has more than 3.8 million policies in force and serves approximately 92,000 businesses and organizations.**

8. Are your proposed products portable?

**Yes, the proposed products are portable.**

9. Are the proposed products guaranteed-renewable?

**Accident 1.0, Critical Illness 1.0, and Whole Life 1000 are guaranteed-renewable.**

10. Is any guaranteed issue available with the proposed plans?

**Yes, guaranteed issue is available with the proposed plans.**

11. Please describe your customer service department. Do you provide a toll-free number? What are your hours of operation? Please describe services available to plan administrators as well as policyholders.

**Colonial Life's service organization is structured around our primary customer groups. For our policyholders, Colonial Life's toll free, automated customer service center is available 24 hours a day, 365 days a year. The policyholder service center is accessible by calling 1.800.325.4368.**

**Customer Service Specialists, including Spanish-speaking bilingual specialists, are available Monday through Friday, 8:00 a.m. – 8:00 p.m. (EST).**

**Our Policyholder Service Center offers the following policy services, but not limited to:**

- **Information on how to file a claim.**
- **Claim status updates including information on receipt of faxed claim.**
- **Telephone filing of wellness or Doctor office visit benefits.**
- **Order claim forms, Request for Service Forms, and beneficiary change forms.**
- **Policy benefits information including how to use the policy.**
- **Name and address changes.**

**Plan Administrators may reach our Service Center by calling 1.800.256.7004, for all billing related questions and concerns. These may include, but not limited to:**

- **Billing invoice corrections**
- **Employee terminations/reinstatements**
- **Payment History**
- **Billing correspondence questions**

**Our Account Service Representatives are available Monday through Friday, from 8:00 am. – 7:00 p.m. (EST).**

12. Can employees contact your company via the Internet?

**Our Policyholders website allows policyholders to:**

- **Find contact information for Colonial Life**
- **Email our customer service area with questions. Customers will receive a response within 2 business days.**
- **Update name and address changes.**
- **Learn how to file a claim.**
- **File Wellness and Doctor's Office Visit claims or Loss of Life Notifications.**
- **View claim status updates including information on receipt of faxed claim (updated daily)**

- **Print or download claim forms, request for service forms and beneficiary change forms.**
- **Order duplicate policies and ID cards.**
- **View frequently asked questions.**
- **View correspondence.**
- **Make online payments.**

13. Where are claims processed?

**Claims are processed in the Colonial Life Home Office in Columbia, South Carolina.**

14. Do you have a call center to support plan administrators and policyholders? Are the employees “company” employees or outsourced?

**Yes we do, and it is staffed by our employees.**

15. What are your claim submission procedures?

**Submitting The Claim (3 options):**

- 1. File using the eClaims application to submit the claim electronically**
- 2. Fax the information to the fax number shown on the form. The policy owners name should be included on each page of the fax. If the claim is sent by fax, the original document should not be mailed but should be kept for the policyholder’s records.**
- 3. Mail the completed forms to: P.O. Box 100195, Columbia, SC 29202-3195**

16. What is your claim turnaround time?

**We resolve 97% of claims within 10 days. We handle over 85% within 8 days, and we process 94% of wellness claims in 4 days or less, which is as good as or better than our key competitor.**

17. Please describe what type of administrative services and support you would provide for each of the Benefit Plans. Include billing options and administrative support. Also, include what type of Internet-based customer service would be available. Please be very specific in this area as to what you can and cannot do.

**Our dedicated team in home office, Premier Client Services, support large accounts, offering tailored benefits communication and enrollment support. With more than 60 years of experience working with customers with 500 employees or more, we understand that larger customers often require specialized services. Accounts with 500 employees or more will work closely with a team of experts, to ensure constant**

support before, during and after the enrollment process. This team will include the following:

- **New Account Consultant**
- **Client Manager**
- **Regional Enrollment Managers**
- **Enrollment Data Managers**
- **Billing Coordinators**
- **Local Sales and Service Team**

Colonial Life also provides online services for policyholders and plan administrators.

- **Our Policyholders website allows policyholders to:**
  - **Find contact information for Colonial Life**
  - **Email our customer service area with questions. Customers will receive a response within 2 business days.**
  - **Update name and address changes.**
  - **Learn how to file a claim.**
  - **File Wellness and Doctor's Office Visit claims or Loss of Life Notifications.**
  - **View claim status updates including information on receipt of faxed claim (updated daily)**
  - **Print or download claim forms, request for service forms and beneficiary change forms.**
  - **Order duplicate policies and ID cards.**
  - **Make online payments.**
- **Our My Account Administration website allow plan administrators to:**
  - **Access all our online services, to view and pay their bill online, or view a rolling 12-month billing history.**
  - **Email questions or requests directly to the Plan Administrator Service Center, 24 hours a day, 7 days a week.**
  - **Access Commerce Clearing Houses' (CCH) HRAnswersNow® human resources archive. Plan administrators receive a free subscription to this website that contains information on human resources policies and guidelines, tools and checklists, and the most up-to-date state and federal laws and regulations.**
  - **Find resource information, such as billing administration tips, claims filing information, flexible benefit plans and handling an employee's leave of absence.**
  - **View Secure Data Transfer demos.**
  - **Download claim forms and request for service forms.**

**Through the website, the plan administrator also has access to several billing reconciliation tools available, to make the payment submission process simple and efficient. Some of these tools include employee reinstatement and terminations, employee billing relocations and policy tax status changes.**

**Colonial Life offers several flexible billing methods: monthly, semi-monthly, bi-weekly, weekly, or eight-, nine- or ten-month billing. We will work with you to establish the payment frequency that best aligns with your deduction/payroll schedule to ensure the billing and reconciliation process goes smoothly.**

**TIPS members have the option of making payments online through the Plan Administrator website, or submitting a check by mail to the Colonial Life home office.**

18. Please provide copies of the actual service reports that are made available to all your customers regarding your services. How often are these updated?

**Our 2017 Satisfaction Survey Results have been uploaded to the Supplementary folder in Response Attachments.**

**These surveys are conducted quarterly.**

19. Please provide results from employer satisfaction surveys conducted by third-party sources. How often do you perform satisfaction surveys with your employer customers?

**Our 2017 Satisfaction Survey Results have been uploaded to the Supplementary folder in Response Attachments on page.**

**All employer satisfaction surveys are conducted by third-party survey. These surveys are conducted quarterly.**

20. Please provide detailed information on fees associated with the requested administration, communication and enrollment services described.

**Fees do not apply to our proposed plans and services. Our products and services are offered at no direct cost to TIPS or its members.**

21. For each voluntary plan you are proposing, include benefits, rates, exclusions, etc. regarding your plan.

**The product descriptions and rates uploaded to Proposed Goods and Services folder in Response Attachments.**

22. Do you require a census in order to quote on the voluntary plans?

**We can provide quotes without a census.**

23. Describe your ongoing quality measures for training your enrollers.

**Colonial Life is committed to providing our sales representatives and managers the training and development they need to be the best in the industry. Through “Colonial Life College” we offer a comprehensive curriculum of courses that target both new and career sales representatives and managers. We offer classroom training taught by our staff of dedicated instructors in over forty locations around the country, as well as a wide variety of self-paced tutorials and live distance learning events to meet the varied needs of our sales team. We require our sales representatives to complete product training and pass mandatory product knowledge mastery tests before they can sell our products. Additionally, we have special certification training for our new sales managers, career Benefits Counselors, enrollment coordinators and our National Enrollment Team. We also provide our sales force with free Continuing Education training to maintain their state insurance license. Colonial Life College’s staff of professional training developers and instructional designers is dedicated to producing the best insurance sales people in the country.**

**Our Business Quality Index (BQI) gives us statistical measures of business submission and persistency, including any policies which lapse before any premiums are paid, and the percentage of policies that are still active after 4 months. BQI ensures our benefit counselors utilize a needs-based approach (instead of a sales-driven approach). All counselor compensation, bonuses, and recognition are tied to this index.**

24. List & provide samples of all management and administrative reports you generate as part of the enrollment process. Please indicate frequency of reports.

**If it is a Harmony enrollment, Plan Administrators will have access to Harmony’s robust reporting software. Sample enrollment reports have been uploaded to the Supplementary folder in Response Attachments.**

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

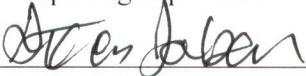
THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Steven Johnson  
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: 

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: \_\_\_\_\_

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Company Official: \_\_\_\_\_



**CERTIFICATION BY CORPORATE OFFERER**

**IF OFFERER IS A CORPORATION,**  
**THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF**  
**PROPOSAL FORM/PROPOSAL FORM.**

**OFFERER:** Colonial Life Life & Accident Insurance Company

I, J. Paul Jullienne certify that I am the Secretary of the Corporation  
(Name of Corporate Secretary)

named as OFFERER herein above; that

Steven D. Johnson

(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

VP, Premier Market and Enrollment Solutions of Colonial Life & Accident Insurance Company

(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

  
CORPORATE SEAL

J. Paul Jullienne  
SIGNATURE

July 27, 2017

DATE

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a)**: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B)**:

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*  
(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

## For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

None

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

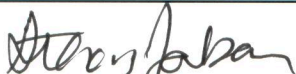
Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7   
Signature of vendor doing business with the governmental entity

08/09/2017

Date


FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

**I DO NOT desire to expressly waive** any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

Colonial Life & Accident Insurance Company  
Name of company claiming confidential status of material

Steven Johnson, Vice President   
Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

1200 Colonial Life Blvd. Columbia SC 29210 (803) 678-6716  
Address City State ZIP Phone

ATTACHED ARE COPIES OF  1  PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

**Express Waiver: I desire to expressly waive** any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Name of company expressly waiving confidential status of material

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

Address City State ZIP Phone



## **Compensation Disclosure**

Colonial Life is committed to helping America's workers and their families minimize personal financial risk with a comprehensive offering of voluntary benefits through the workplace. Colonial Life compensates producers to facilitate the sale and delivery of these valuable benefits. This compensation might include commissions as well as various incentives and awards. We support disclosure of compensation programs for our products, and your insurance advisor can provide you with complete information about these programs. You may also learn additional information about our compensation programs by contacting our Plan Administrator Service Center at 1-800-256-7004.

## Supplementary

Value-Added Services

Sample Enrollment Implementation Timeline

Sample Communications and Enrollment Implementation Plan

Sample Benefit Communication and Education Materials

Sample Benefit Communication and Education Emails

2017 Satisfaction Survey Results

Harmony Enrollment Reports

## Value-Added Services

## Value-Added Services

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Your budget may be growing tighter, but your employees still expect a robust benefits package. Let us help you satisfy both needs with our Value-Added Services. Colonial Life can provide the following value-added services in addition to our standard services **and at no direct cost to you.**

### Core benefits communication, enrollment and automated data return:

We can communicate and enroll your core benefits and return these elections to you electronically, along with communicating and enrolling Colonial Life plans. We can do all this using our proprietary enrollment platform – Harmony. Our benefit counselors can also be trained specifically for your benefit offering and enrollment platform to assist employees with their enrollment.

### Customized Communications

Colonial Life can tailor a complete benefits communication campaign for you, since you are a premier client. We will develop and implement a communications strategy that best supports *your* enrollment needs. This is provided **at no charge**, is available in both hard copy and electronic, and can include:

- Informative brochures
- Custom employee fliers and posters – distributed to announce enrollment
- Electronic Benefit Booklet – contains a summary of all benefits offered to employees; can be posted in an intranet or custom website.
- E-mail campaign – an email message delivered to management and employees to communicate the upcoming enrollment dates, the benefit offering, and HR’s expectations for employee involvement
- Voicemail blasts – a recorded message delivered to employees via telephone to communicate the upcoming enrollment dates, the benefit offering, and HR’s expectations for employee involvement
- Presentations – outlining the benefit offering and HR’s expectations for employee involvement
- Wellness articles – incorporated into your electronic newsletter to accompany enrollment messaging
- Custom Website – an interactive website to provide your employees simple, straightforward advice to help them understand and appreciate the benefits available to them through the workplace.

### Colonial Life’s Benefits Learning Center

Your employees may see their insurance benefits as necessary, important and valuable. But what if they saw benefits as *fun*?



They can at Youville, which is part of Colonial Life’s web-based Benefits Learning Center. Colonial Life’s Benefits Communication and Education Program – including Youville – is designed to provide **simple, straightforward** advice to help your employees understand and appreciate the benefits available to them through the workplace. Please visit our Benefits Learning Center at <http://benefitslearningcenter.com/abccompany>.

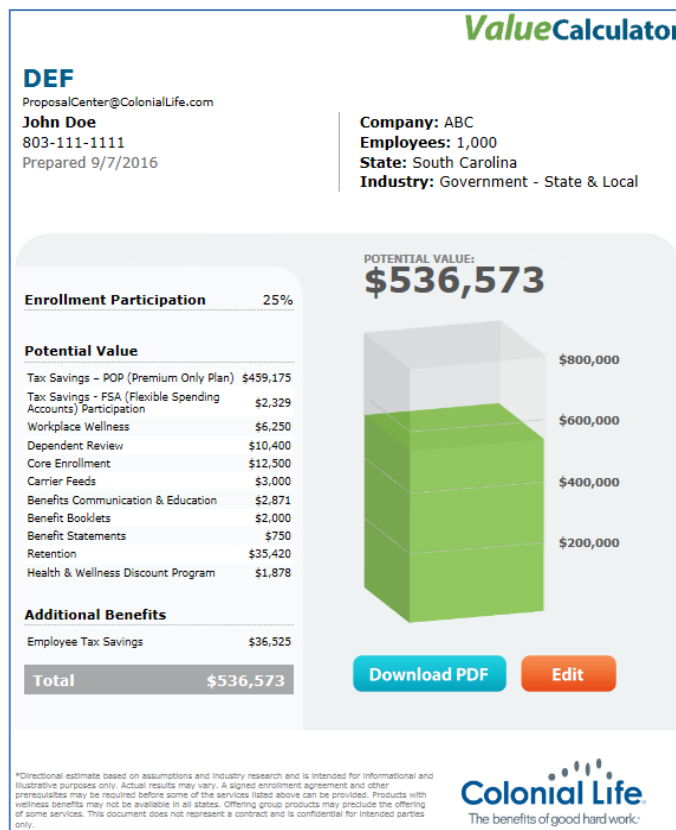
### Wellness Check-Up

We’ll provide a Wellness Checkup during our one-to-one benefits counseling sessions, to communicate your wellness offerings and drive employee participation. Our Wellness Checkup also confirms employee awareness, so you can measure the impact of your program and communications.

### Value Calculator

To further illustrate the value of our services, we can give you a benefit savings estimate using our Value Calculator. The calculator summarizes the quantified value of the services we provide, according to national and industry averages.

The tool can use information specific to you to provide benefits and bottom line savings tied to each of our offerings – such as benefits communication and education, benefit statements, core enrollment, and dependent verification. This tool outlines the actual projected dollar value of what Colonial Life’s products and services can provide and save for your company. For example:



### Dependent Verification Services

Employers are often the last to know when an employee has dependents covered who are no longer eligible for core medical coverage. **This can be very costly to an employer in both premiums and claims experience.** Colonial Life's Harmony enrollment system can help you identify and validate your dependent data.

### How It Works

Colonial Life benefit counselors meet with employees during annual core benefits enrollment for one-to-one counseling sessions to educate them about the eligibility criteria, and to review any definitions of dependents in your summary plan documents. Employees then verify that their dependent records are accurate. Each employee electronically signs a confirmation at the end of the session. Our benefit counselors can also provide your instructions to employees on submitting any new or missing eligibility documents to your company's Human Resources department. The counselors can also tell employees about any related deadlines that may apply during this eligibility verification/certification process.

### Customized Employee Benefit Statements

Each employee can get a personalized benefit statement after their session with a Colonial Life benefits counselor. The statements show both their most recent benefit elections, and the employer contribution to their elections. We can even illustrate the value of holiday, vacation, and sick pay. We have a variety of simple statement formats to choose from that are easy to understand and explain.

### My Account Administration

Plan administrators have tools to help them manage account details on the Plan Administrator portal of [coloniallife.com](http://coloniallife.com). For example, the homepage dashboard prominently displays the most frequently used functions, like the plan administrator's current or open payroll deduction change reports.

### HR Answers Now

Members of the plan administrator portal of [coloniallife.com](http://coloniallife.com) have access to HR Answers Now, which provides daily news, tips, research tools, and more. It also has information on topics like:

- Health care reform and its impacts on you
- Managing a social media policy
- Simple explanations of state and federal employment laws
- Occupational safety and health regulations
- Best practices for creating and updating job descriptions

## Value-Added Services through Our Alliances

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### Premium Only Plan

We are able to provide to you **at no charge** a Premium Only Plan (ePOP) utilizing Ameriflex's web-based document ordering system. Benefits of the ePOP service include:

- POP documents emailed immediately after the application is submitted
- Permanent access to ePOP for changes/replacement
- Revised or duplicate documents emailed within 24 hours
- Online renewal link emailed 60 days prior to POP renewal
- Free, online discrimination testing portal
- Customer service support via phone or email

### Health & Wellness Discount Program - Wellcard

As healthcare costs continue to rise, a healthier workforce means a more productive workforce. That's why we're pleased to offer you a **complimentary** WellCard Discount Program that your employees can use to save money on health and wellness products and services.

This value-added program is available *at no cost* as long as the employer agrees to allow Colonial Life benefit counselors to meet one-to-one with benefit eligible employees.

### Superior Vision

Superior Vision is a vision benefits leader and one of the few that *truly* offers choice and unbiased access to a variety of eye health providers. Superior Vision has one of the largest vision provider networks in the nation with **47,000** participating providers. Access to services extends over a network of ophthalmologists, optometrists, opticians, and almost all of the national and regional retail chain locations across the U.S.

### How it works

Through this partnership, Colonial Life agents are able to sell Superior Vision insurance at negotiated rates, alongside Colonial Life products. Once sold, Superior Vision administers the vision products, distributing cards and member information, collecting premium, providing all customer service, and paying claims.

### KOFE Financial Education

Stress is one of the main contributors to health-related issues that face employers today — 44% of full time workers worry about personal finances, contributing to their overall stress levels and 29% of workers said they deal with personal finances during working hours.

KOFE can help with personal finance questions, budgets, savings, debt, and payment option questions. KOFE also offers credit/credit report review and advice, guidance to improve credit scores, and help with general credit questions.

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*This information is only intended for proposal use with employers.*

*Colonial Life products are underwritten by Colonial Life & Accident Insurance Company, for which Colonial Life is the marketing brand.*

2016 Colonial Life & Accident Insurance Company 1200 Colonial Life Boulevard, Columbia, South Carolina 29210

By meeting with a benefits counselor, each employee will be given access to KOFE's website, where services include:

- Dedicated toll free line with unlimited financial coaching
- Online tools and access to educational content
- Webinars and access to over 100 pre-recorded videos on finance, budgeting, debt and payment solutions

## Sample Enrollment Implementation Timeline

## Sample Core Benefits Enrollment Implementation Plan

	<b>DUE DATE</b>	<b>EVENT/ACTIVITY</b>	<b>PARTICIPANTS</b>
	<b>Pre-Enrollment</b>	<b>Acquisition Phase (new account) Preliminary Planning (existing account)</b>	
1		<b>Business Partnership Decision</b> <ul style="list-style-type: none"> <li>Account Information Form and Group Master App (if applicable) signed</li> <li>High-level Colonial Life product and core benefit options selected</li> <li>Detailed Location Information Requested</li> </ul>	Sales Representative and Client Consultant
2		<b>Pre-Implementation/Introduction Call:</b> (new account or existing account when new players are involved) <ul style="list-style-type: none"> <li>Introduce the account decision makers and key players to the Account/Client Manager and other Implementation Team members as applicable</li> <li>Acquaint the account with the planning process and what they can expect throughout. Plan target dates for Implementation call.</li> </ul>	Client Consultant, Account/Client Manager and other business partners as needed
	<b>Pre-Enrollment</b>	<b>Implementation Planning</b>	
3	4 Weeks before Enrollment	<b>Welcome Call</b> <ul style="list-style-type: none"> <li>Establish billing set up for Colonial Life products</li> <li>Introduce billing contact and review services</li> <li>Position data exchange requirements and establish follow-up plans (if not completed in Welcome Call)</li> </ul>	<u>Account Contacts:</u> Plan Administrator, HR/IT Contact <u>Colonial Life:</u> Implementation Team <u>CLA Sales Office:</u> Sales Representative
4	4 Weeks before Enrollment	<b>Implementation Call(s)</b> <b>Outline Specifics of Enrollment Plan and Meetings with Employees</b> <ul style="list-style-type: none"> <li>Discuss how enrollment will be conducted</li> <li>Confirm enrollment platform (methods of enrollment)</li> </ul> <b>Outline Specifics of Data submission and Data Return</b> <ul style="list-style-type: none"> <li>Discuss data requirements and data exchange for both core and Colonial Life benefits</li> <li>Discuss post enrollment paperwork and electronic data</li> </ul> <b>Outline Specifics of Communications Plan</b> <ul style="list-style-type: none"> <li>Review communication vehicles</li> <li>Define the audience and content communication materials</li> <li>Develop Timeline for approval on drafts</li> <li>Confirm the plans distributing materials</li> </ul> <b>Review and finalize the enrollment timelines</b>	<u>Account Contacts:</u> Plan Administrator, HR/IT Contact <u>Colonial Life:</u> Implementation Team <u>CLA Sales Office:</u> Sales Representative
5	4 Weeks before Enrollment	<b>Document of Understanding</b> distributed to the Plan Administrator: Summary of the confirmed enrollment plan and expectations: the Colonial Life Contact List, the enrollment timeline and the final communications Plan.	Account/Client Manager
6	4 Weeks before Enrollment	<b>Completion of core benefit set up sheets and submission of Core Data</b>	Sales Representative and Plan Administrator
7	4 Weeks before Enrollment	<b>Submission of Employee Census File</b>	Plan Administrator
8	3 Weeks before Enrollment	<b>Sign off on pre-enrollment communication materials</b>	Plan Administrator, Sales Rep, Account/Client Manager, Managing Writer
9			

	3 Weeks before Enrollment	<b>Core Format Test File</b>	Enrollment Data Manager
10	2 Weeks before Enrollment	<b>Database Review</b>	Implementation Team, Sales Team and Plan Administrator
11	2 Weeks before Enrollment	<b>Review and approval of Core benefit sheets (rates and calculations)</b>	Plan Administrator
12	Based on Communications Plan	<b>Pre-enrollment Communications distributed</b> to managers, employees, etc. explaining enrollment plan	Plan Administrator, Account/Client Manager
	<b>Open Enrollment</b>		
13	Based on Plan	<b>Enrollment Period</b>	
14	2 <sup>nd</sup> Week of Enrollment	<b>Prepare Test Files for Electronic Deduction Load and Core Return Files</b>	Enrollment Data Manager
	<b>Post Enrollment</b>		
15	4 Weeks after Enrollment	<b>Complete Electronic Deduction Load audit of election forms</b>	Account Services Billing Specialist
16	4 Weeks after Enrollment	<b>Deadline to deliver Electronic Deduction Load file to account</b>	E-Services
17	4 Weeks after Enrollment	<b>Deadline to deliver Election Forms or other paperwork to Account (if applicable)</b>	Account/Client Manager
18	4 Weeks after the Enrollment	<b>Deadline to deliver Core Benefit Return File to Account</b>	Enrollment Data Manager
	<b>Implementation</b>		
19	Based on Plan	Coverage Effective Date	
20	Based on Plan	First Deduction	Account Services
21	Based on Plan	Premium Effective Date (Colonial Life products)	Account Services
22	Within first month after the Effective Date	<b>Enrollment and Implementation Debriefing with the account and planning for New Hire Enrollments (if applicable)</b>	<u>Acct</u> : PA, Payroll, IT Colonial Life: Home Office Implementation Team and Sales Team

\*After an enrollment timeframe is chosen a more specific timeline will be provided.

## Sample Communications and Enrollment Implementation Plan



## COMMUNICATIONS AND ENROLLMENT SAMPLE IMPLEMENTATION PLAN

DATE	EVENT	DESCRIPTION
4 to 5 weeks prior to enrollment	“New Account Set Up” conference call.	Call agenda would primarily concern proper setting up of billing and premium remittance process.
4 to 5 weeks prior to enrollment	Employee census file and employer sponsored benefits information received at Colonial Life	Employer provides census file for creation of employee database to facilitate laptop enrollment. If we are providing communication and/or enrollment services for employer sponsored benefits, this information is also included.
3 weeks prior to enrollment	Communication and Enrollment Strategy	Plans and sample materials are reviewed and approved. Appropriate revisions are made to maximize effectiveness.
2 weeks prior to enrollment	Communications to Management and Staff	Send out copies of the announcement letter to managers and supervisors to inform them that the enrollment will take place and to gain their support. Schedule and conduct staff meetings.
1 week prior to enrollment	Communications to all Employees	Make all employees aware of enrollment and benefits by way of: <ul style="list-style-type: none"> <li>• Payroll Stuffers</li> <li>• Posters / Tent Cards</li> <li>• Newsletters</li> <li>• Meeting Announcements</li> </ul>
Enrollment	Enrollment Meetings	Colonial Life conducts a series of both group and individual informational meetings.
2 weeks following enrollment	End of Enrollment	If needed, return to departments to follow up with missed employees.
To Be Determined	Deduction information returned to employer	Colonial Life deduction data and if applicable, Employer Sponsored Benefit “unload” files would be returned to the employer.

The enrollment strategy developed for you will be designed according to your objectives. Our team has the experience to understand those needs and the skill to devise and implement an enrollment program that will help you meet your employee benefit goals. This time line has been designed as an example of an initial enrollment. Therefore, the enrollment strategy for you may differ from this one.

## Sample Benefit Communication and Education Materials

# Benefit Communication & Education Materials

For your enrollment we can tailor a custom benefits communication and education strategy that combines print and electronic materials\* including:

- Posters
- Fliers
- Tent Cards
- Product Brochures
- Articles for inclusion in newsletters or other communications
- E-mail content

\*Also available in Spanish.



**Colonial Life**  
Making benefits count.

## Sample Benefit Communication and Education Emails

# Help employees protect what they love.

*They'll return the favor.*

**Only 34%**

of employees say they understand their benefits very well.<sup>1</sup>



<sup>1</sup> Harris Poll, 2013

## Our personalized communications

using plain language and engaging graphics will help your employees:



Understand their benefits



Choose coverage that best fits their needs



Feel a whole lot better about the future

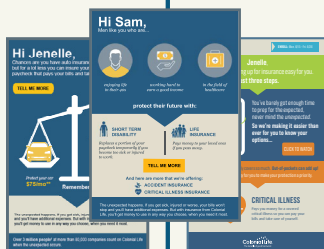
### Enrollment Period

1.5 - 2 weeks before enrollment



Employer Endorsement email

1 week before enrollment

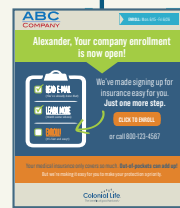


Pre-enrollment Jolt email



Youville website

first day of enrollment



Enrollment Announcement email

1 day before enrollment ends



Last Chance email

within 2 weeks of the end of the enrollment



Post-enrollment email

## It's a win-win

You'll help take better care of your employees. And happier, healthier employees will take better care of your business.

**We'll help you**



Increase awareness, participation in and appreciation for your benefits



Promote a healthy, productive workforce



Protect your employees against rising out-of-pocket medical costs

## It's go time

Ready? Just two things left to do...

1. Tell your Colonial Life agent you're on board
2. Send us your company logo, employee email addresses and information

## 2017 Satisfaction Survey Results

## Standard Statistics Database As of 7/14/2017

### Customer Satisfaction (Colonial Life)

---

#### Broker Satisfaction

%	Broker Satisfaction
##% of Colonial Life's benefits brokers surveyed gave Colonial Life positive ratings <sup>1</sup> for _____.	
95	Overall quality
94	Overall value
92	Competitive pricing
90	Customer service to broker
90	Making administration of benefits plans easy for clients
93	Providing a thorough, fair and objective evaluation of claims
95	Being trusted to do the right thing for policyholders
97	Being financially strong
94	Having a positive corporate reputation
91	Operating effectively
94	Overall quality of products
94	Range of products
92	Support provided for implementing voluntary benefits
94	Overall working relationship with sales representatives
91	Being socially responsible
91	Leadership in voluntary benefits
##% of benefits brokers surveyed are _____.	
91	Likely to recommend Colonial Life <sup>2</sup>

<sup>1</sup> Results represent % 6-9 on 9-point scale where 1=Poor and 9-Excellent. Represents ratings from brokers who consider Colonial Life a primary carrier.

<sup>2</sup> Results represent % of brokers giving a rating of 7,8,9 or 10 on an 11 point scale where 0 means "not at all likely" and 10 means "extremely likely". Represents ratings from brokers who consider Colonial Life a primary carrier.

Source:  
Versta Research, 2014 Unum/Colonial Life Broker Loyalty Study (2015).

Context: (Note to user: This is for Colonial Life only. These numbers exclude Unum UK and Unum US.)

### Claimant Satisfaction: Voluntary Benefits

%	Claimant Satisfaction <sup>1</sup>
##% of claimants ____.	
95	Were satisfied with Colonial Life's overall handling of their claim.
96	Were satisfied with the overall experience of submitting a claim.
94	Were satisfied with the ease of completing the claim form.
95	Were satisfied with the timeliness of receiving communications at initial onset of claim.
94	Were satisfied with the ease of checking claim status.
94	Were satisfied with the simple and clear language used in communications.
92	Were satisfied with the timeliness of receiving notification of approved claim

Source:  
Market Decisions, 4Q2016 Voluntary Benefits Claimant Satisfaction Research (2017).

<sup>1</sup> *Very Satisfied/Satisfied*

Context: (Note to user: This is for Colonial Life only. These numbers exclude Unum UK and Unum. The weighted average of 5 voluntary product categories includes STD, Accident, Special Risk, Supplemental Health and Wellness.)

### Plan Administrators Satisfaction

%	Plan Administrators Satisfaction
##% of plan administrators surveyed gave Colonial Life positive ratings for ____. <sup>1</sup>	
91	Overall quality.
92	Overall value.
94	Ease of use of online website for the administration of Colonial Life benefits.
97	Reliability of the website for administering Colonial Life benefits.
93	Colonial Life's billing process



%	Plan Administrators Satisfaction
##% of plan administrators surveyed gave Colonial Life positive ratings for ____. <sup>1</sup>	
94	Ease of the enrollment planning process
90	Thorough, fair and objective evaluation of all claims.
93	Positive corporate reputation.
92	Being financially strong.
91	Being a market leader in providing financial protection benefits to employees
##% of plan administrators surveyed are ____.	
95	Likely to continue offering Colonial Life products. <sup>2</sup>

<sup>1</sup>Results represent % of 6, 7, 8, or 9 on a 9 point scale where 1=poor and 9=excellent.

<sup>2</sup>Results represent % of rating “extremely,” “very,” or “somewhat likely.”

Source:

Nielsen, “2016 Plan Administrator Satisfaction Survey” (2017).

Context: (Note to user: This is for Colonial Life only. These numbers exclude Starmount, Unum UK, and Unum US.)

## Contact Center Satisfaction

%	Contact Center Satisfaction
##% of the surveyed callers were satisfied ____. <sup>1</sup>	
94	the Colonial Life contact center representative listened carefully to what they said and took the time to understand their request.
93	the Colonial Life contact center representative explained things in a way they could understand.
92	the Colonial Life contact center representative was knowledgeable.
97	with the courtesy and respect shown by the Colonial Life contact center representative.
96	with the professionalism shown by the Colonial Life contact center representative.
91	with the concern shown by the Colonial Life contact center representative.

<sup>1</sup> Results represent % 6-10 on 11-point where scale 0=extremely dissatisfied and 10=extremely satisfied.

Source:

KS&R, 2016 Colonial Life Contact Center Survey (2017).

Context: (Note to user: This is for Colonial Life only. These numbers exclude Unum UK, Unum US and Starmount.)

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## National Phone Team Satisfaction

%	National Phone Team Satisfaction
##% of callers to the National Phone Team surveyed _____. <sup>1</sup>	
96	were satisfied with the service they received on their most recent call.
94	report they are likely to recommend Colonial Life to others.
98	were satisfied the representative listened carefully to what they said and took the time to understand their request.
97	were satisfied the representative explained things in a way they could understand.
99	were satisfied with the courtesy and respect shown by the representative.
96	were satisfied the representative was knowledgeable.
95	were satisfied the representative showed concern about the reason for their call.
98	were satisfied with the professionalism shown by the representative.
93	were satisfied with the accuracy with which their call was handled by the representative

<sup>1</sup> Results represent % 6-10 on 11-point where scale 0=extremely dissatisfied and 10=extremely satisfied.

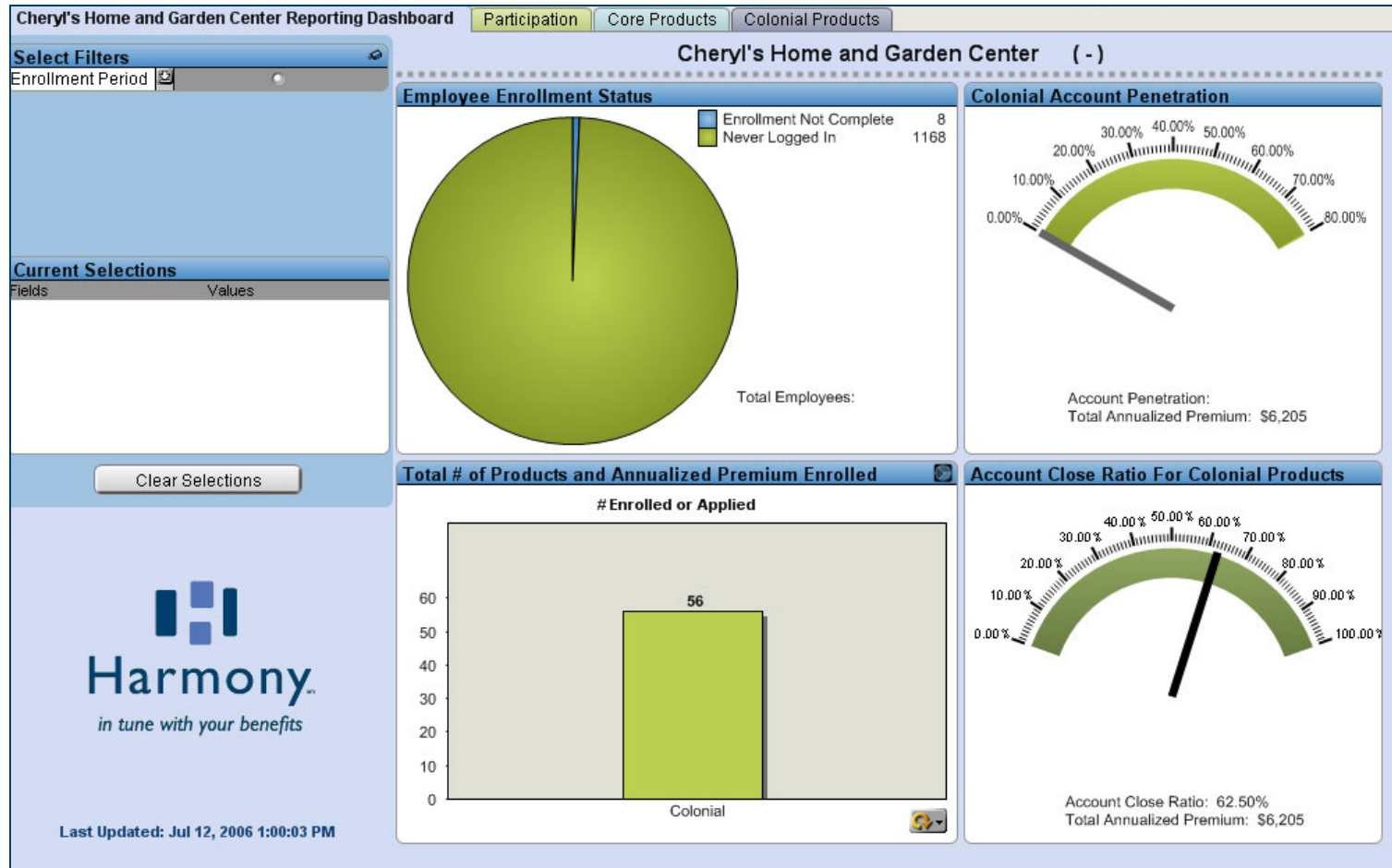
Source:

KS&R, *Unum 2016 National Phone Team Contact Center Survey* (2017).

Context: (Note to user: This is for Colonial Life only. These numbers exclude Unum UK, Unum US and Starmount.)

## Harmony Enrollment Reports

Shown below is an example of the enrollment reporting available to the employer through the Secure Plan Administrator Website.

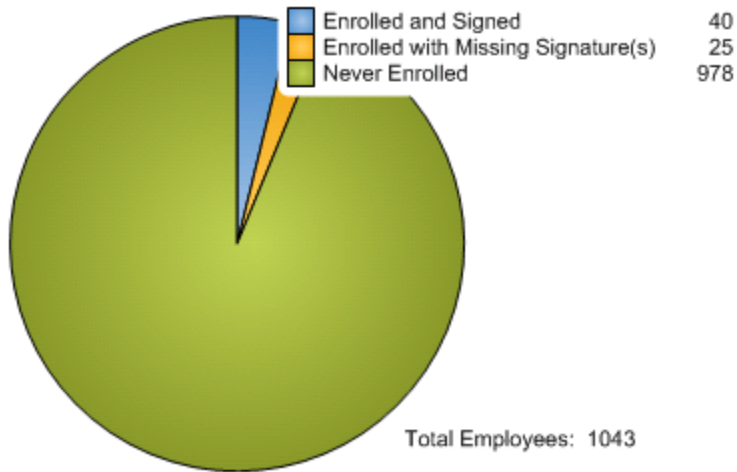


©2006 Colonial Life & Accident Insurance Company

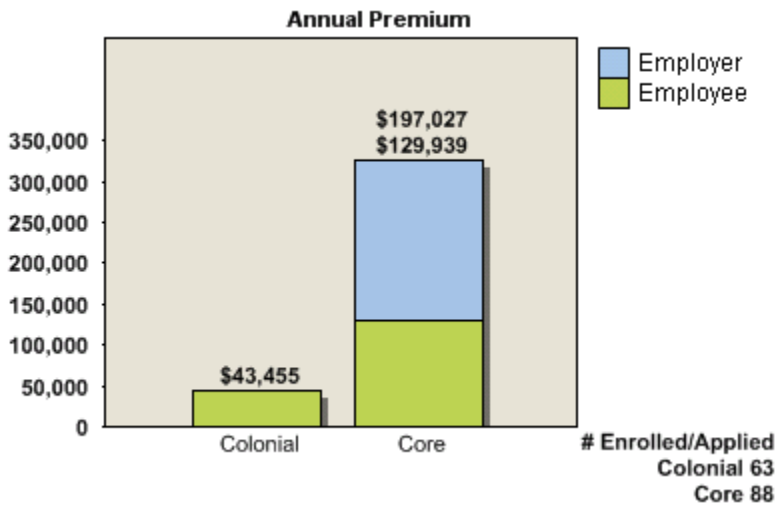
Colonial Life products are underwritten by Colonial Life & Accident Insurance Company, for which Colonial Life is the marketing brand.

2008 Colonial Life & Accident Insurance Company 1200 Colonial Life Boulevard, Columbia, South Carolina 29210

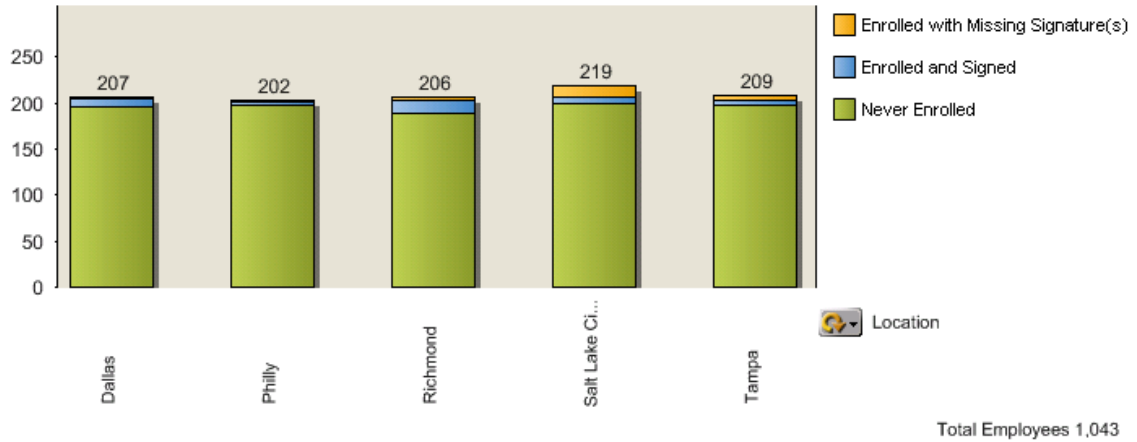
## Sample Harmony Daily Reporting



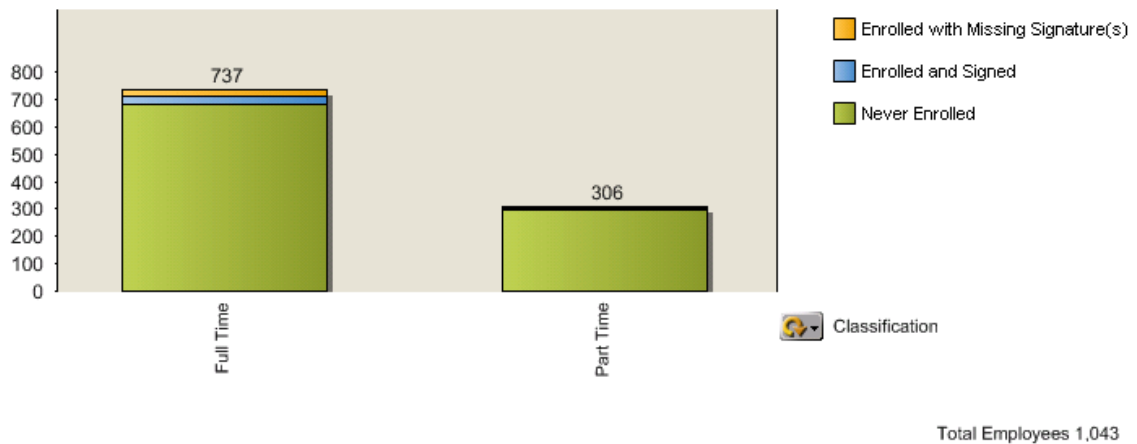
Daily measure of number of employees who have completed enrollment, partially completed and those who have not started enrollment.



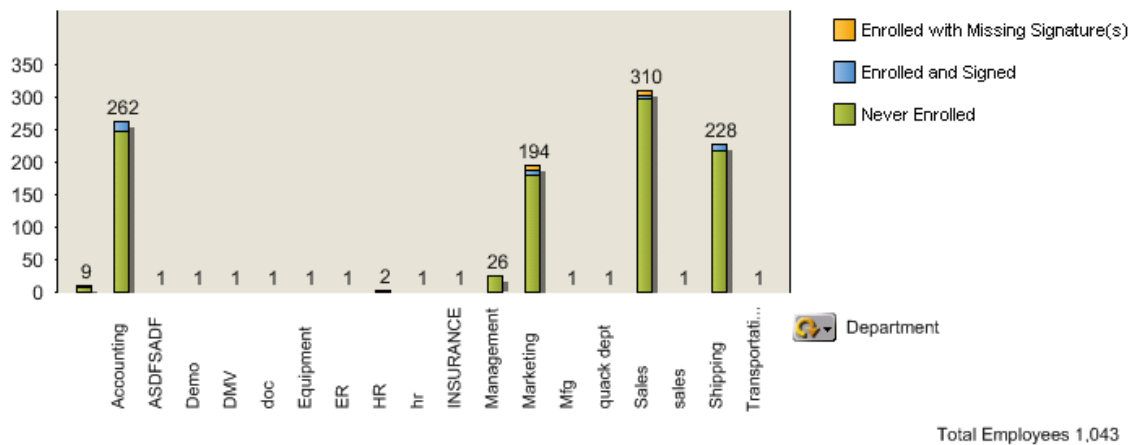
Daily Premium Reporting – Colonial Life and Core



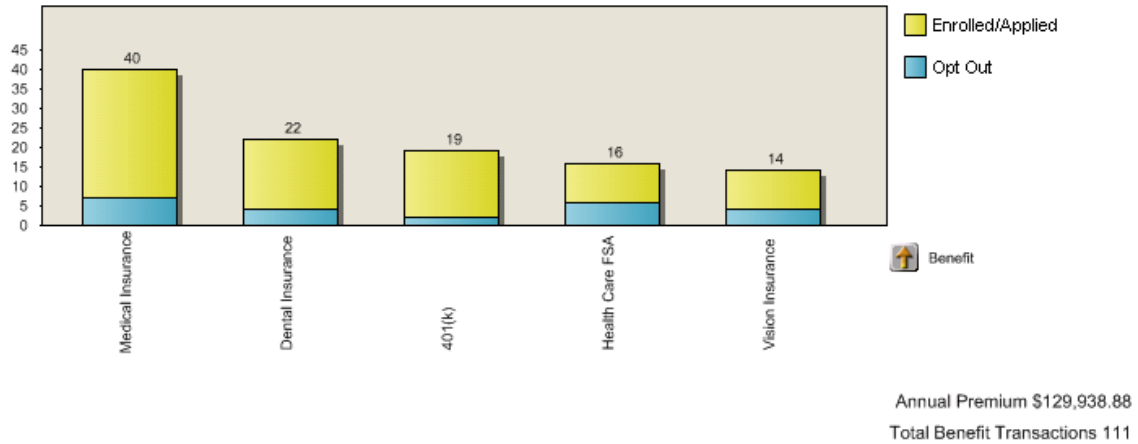
### Participation by location



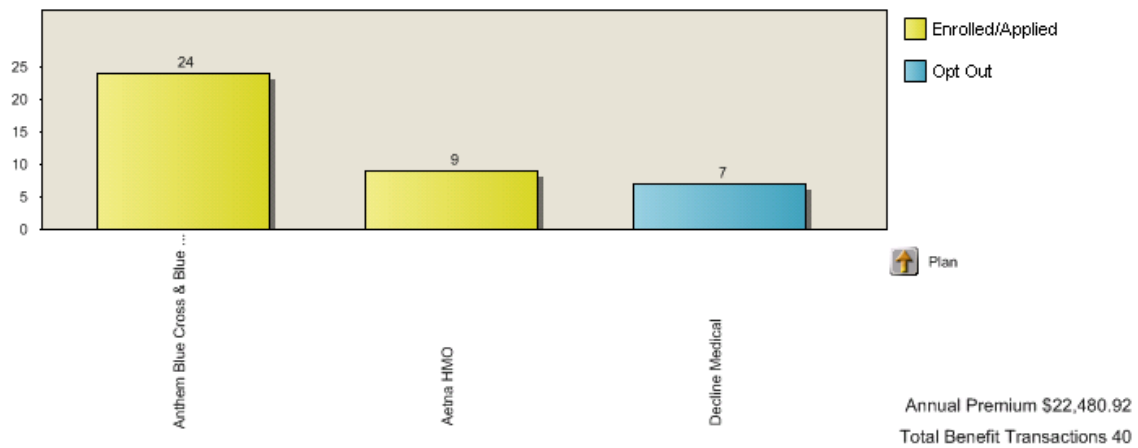
### Participation by Classification



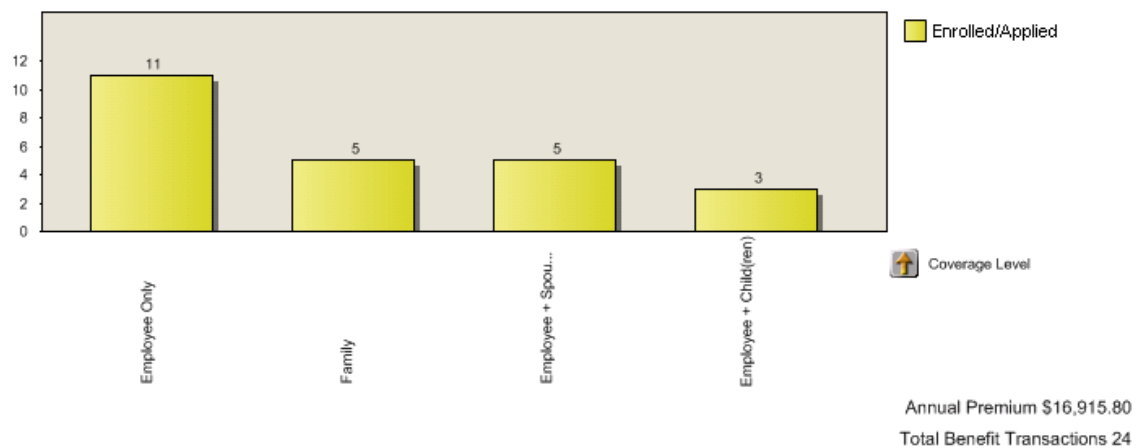
### Participation by Department



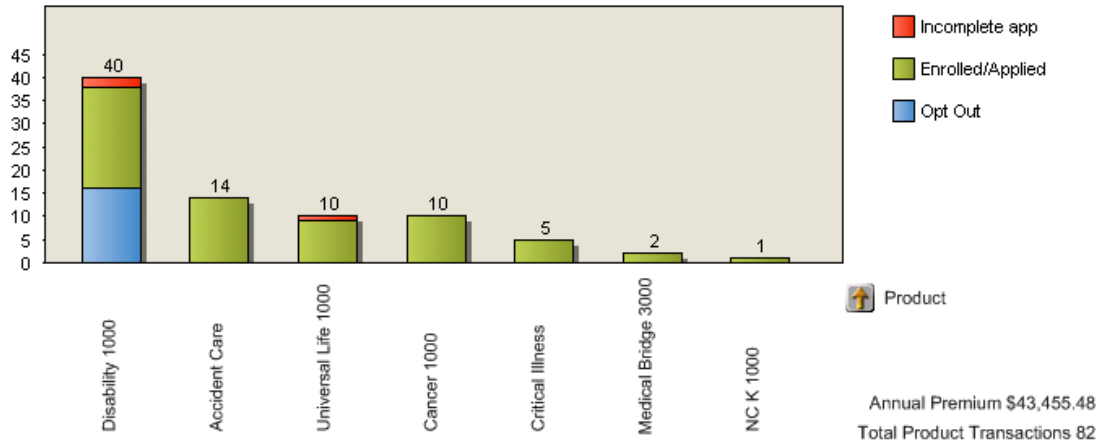
Overview of Core elections  
-each can be drilled down to the plan and coverage level



Medical Overview by plan

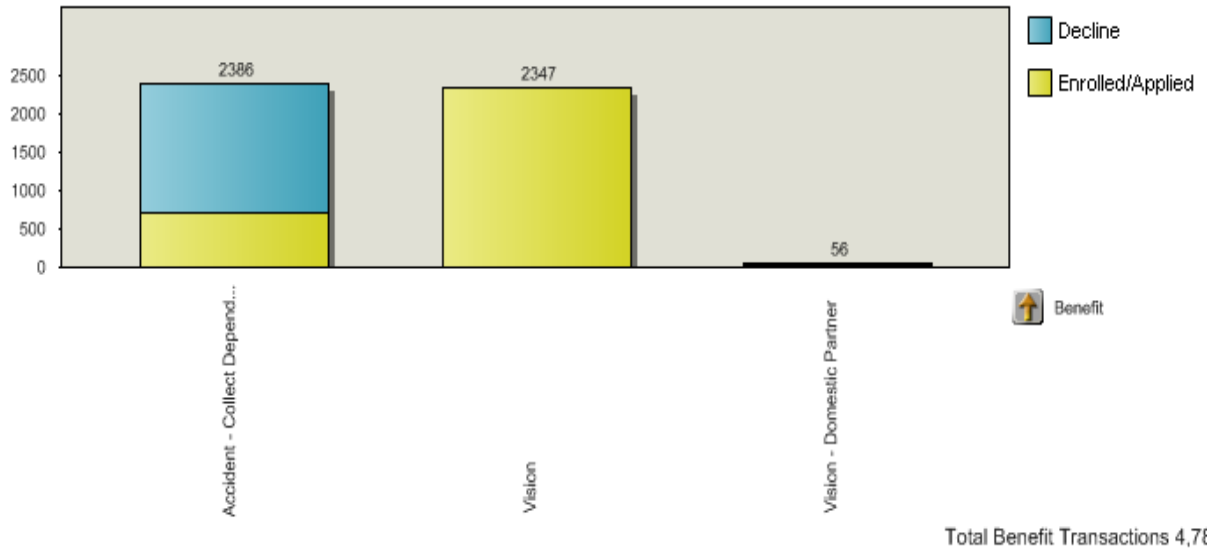


Medical Overview by Coverage Level

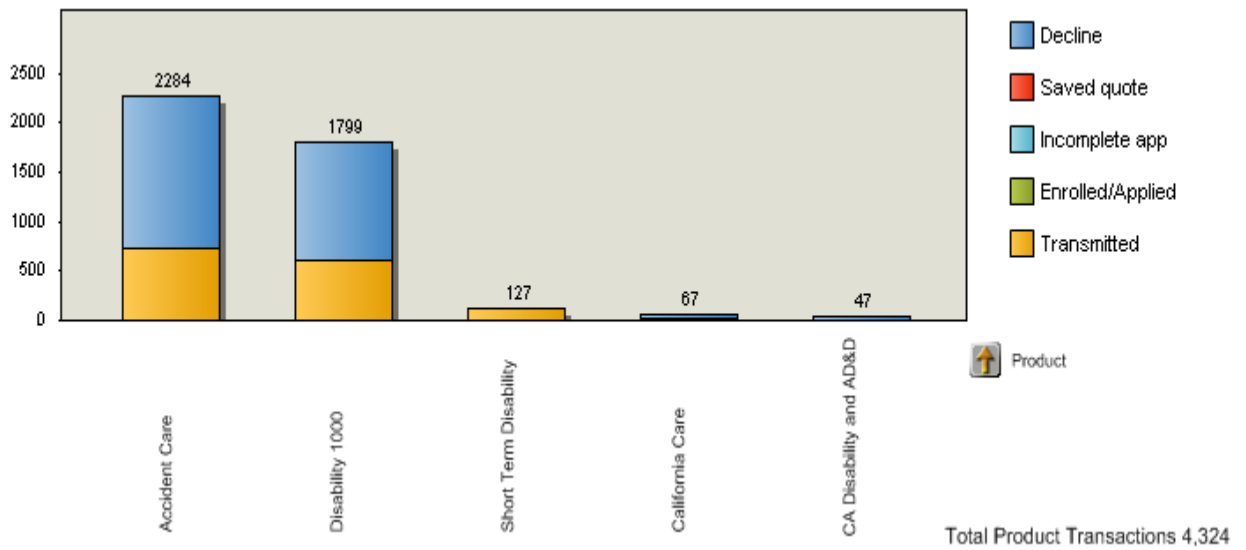


### Colonial Life Voluntary Benefits





Core Benefit Participation Report – Number of Employees Enrolled Versus Declined



Colonial Life Product Participation Report

*Harmony Enrollment System – Colonial Life Product Participation Report*

XYZ International (07/03/2007 - 12/31/2008)

**Select Filters**

Enrollment Period: Annual Enrollment

Product: [ ]

Product Status: [ ]

Enrollment Method: Agent-Assisted Only

Classification: [ ]

Department: [ ]

Location: [ ]

**Current Selections**

Fields	Values
Enr_Per_Long_Name	Annual Enrollment
Prem_Product_Category	Colonial

Clear Selections

Last Updated: May 21, 2008 2:00:15 AM

Colonial Product Status

