

Solicitation Number: RFP #051623

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Metropolitan Life Insurance Company and its Affiliates, as defined below, 200 Park Avenue, New York, New York 10166 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Group Employee Benefits and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to leverage its procurement solutions so the entities that access Sourcewell's cooperative purchasing contracts (Participating Entity(ies)) may not need to conduct individual solicitation processes.

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires **July 19, 2027**, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances. The effective date of any Policy or Customer Agreement (as defined below) issued to any Participating Entity shall be in accordance with the provisions of the Policy and/or Customer Agreement, as applicable.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract. The termination date of any Policy issued to any Participating Entity or Customer Agreement between Supplier and Participating Entity shall be in accordance with the provisions of the Policy and/or Customer Agreement, as applicable.

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2. PRODUCTS OR SERVICES

A. PRODUCTS, OR SERVICES. Supplier will make available through engagement of brokers the following Products or Services to Participating Entities: employer paid and voluntary Short Term Disability Insurance, Long Term Disability Insurance, Life Insurance, Dental Insurance, Vision Insurance, Accident Insurance, Critical Illness Insurance, Hospital Indemnity Insurance, MetLife and Aura Identity & Fraud Protection, Pet Insurance, and Legal Insurance. Such Products or Services may be offered by Metropolitan Life Insurance Company or one of its following affiliates, as applicable: MetLife Legal Plans, Inc., Metropolitan General Insurance Company, MetLife Pet Insurance Solutions LLC, MetLife Consumer Services, Inc., or any other affiliated entities (collectively, "Affiliates"). Sourcewell is not authorized to accept applications for insurance on behalf of Supplier, to bind any risk, make any contract, waive any rights or requirements of Supplier, or make any promises to Participating Entities or their employees regarding the Services unless expressly authorized by Supplier. Supplier shall make the Products available nationwide, with the exception of the states of Washington, North Dakota and any other jurisdiction that in the future adopts anti-rebating laws or regulations that would prevent Supplier from offering the Products and paying the fees hereunder without violating such laws or regulations. Supplier's proposal to Sourcewell's public solicitation, including Supplier's deviations, is attached to this Contract. The terms and conditions of the parties' relationship shall be governed by the Contract. If there is any conflict between this Contract and the proposal, the terms of this Contract govern.

3. PRICING

Supplier will target pricing for all Products or Services under this Contract pursuant to its internal underwriting guidelines. Pricing for Products or Services for each Participating Entity is subject to individual underwriting and pricing. Supplier shall set forth its pricing terms for Products or Services for each Participating Entity in the Group Insurance Policy and Certificate(s) issued to each Participating Entity (collectively, "Policy") and/or a written customer agreement between Supplier and each Participating Entity ("Customer Agreement"), as applicable.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Products or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

4. PRODUCT AND PRICING CHANGE REQUESTS

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5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States; such as federal, state, municipal, K-12 and

higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities within the United States that can legally access the Products or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Products or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures of which Supplier's employees are made aware, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Products or Services under this Contract, a Participating Entity must work through Supplier's appointed insurance producer, a general agent of Supplier, or may directly contact Supplier. MetLife shall provide information to Sourcewell regarding the ordering process for Participating Entities, which Sourcewell may post on its website.

Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to any required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier.
- C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as ecommerce specifications, specialized delivery requirements, or other specifications and

requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

- D. TERMINATION OF ORDERS. Supplier or Participating Entities may terminate an order, in whole or in part, according to applicable insurance laws and the terms of the Policy or Customer Agreement, as applicable. For non-insurance products, Participating Entities may terminate an order immediately upon notice to Supplier in the event of any of the following events:
 - 1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
 - 2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.
- E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined between the Participating Entity making the purchase and Supplier.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign (an) Account Representative(s) to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that/those person(s) is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.
- B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell in connection with vetting Supplier as an entity apt to contract with the Participating Entities, the Supplier will pay or cause to be paid from an Affiliate an annual administrative fee of twenty thousand dollars (\$20,000) to Sourcewell for the term of the Contract. Sourcewell does not solicit insurance products and services on behalf of awarded suppliers. The solicitation, placement and servicing of insurance remains the role of awarded suppliers and their distribution channels. Therefore, the proposed administration fee shall not be considered commissions and should not be paid to Sourcewell as commissions. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 60 calendar days after execution of this Contract and each subsequent anniversary. In the event this Contract is extended beyond its initial term, Sourcewell and Supplier will negotiate payment of an administrative fee for any additional term in good faith.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative(s) is/are the person(s) executing this Contract. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.
- B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.
- C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.
- D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.
- E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between this Contract and any Policy, the terms of the Policy will govern.
- F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell, arising out of any negligent or willful act or omission in the performance of this Contract by the Supplier or its agents or employees. This provision does not apply to any action taken by Sourcewell or a Participating Entity or to any action taken by Supplier at Sourcewell or a Participating Entity's direction. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. To the extent permitted by applicable law, Sourcewell will be responsible for its own acts and omissions. in connection with this Agreement.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the applicable provisions of the Minnesota

Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

- 1. *Grant of License*. During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. Use; Quality Control.
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Each party must return all marketing and promotional materials, including signage, provided by the other party, or dispose of it according to the other party's written directions. Notwithstanding the foregoing, each party may retain any documentation as may be required by its internal document retention policies.
- B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with

respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers sent by one party to Participating Entities must be approved by the other party. Supplier shall send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

14. ENDORSEMENT

The Supplier must not claim that Sourcewell endorses its Products or Services.

15. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

16. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

17. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

18. PERFORMANCE, DEFAULT, AND REMEDIES

- A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:
 - 1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
 - 2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
 - 3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay

to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

- B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract in default:
 - 1. Nonperformance of contractual requirements, or
 - 2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

19. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. Workers' Compensation and Employer's Liability.

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. Commercial General Liability Insurance. Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury \$2,000,000 aggregate for products liability-completed operations \$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits: \$2,000,000

5. Network Security and Privacy Liability Insurance. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Shortly after expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by

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either providing a primary policy or in combination with umbrella/excess liability policy(ies).

20. COMPLIANCE

- A. LAWS AND REGULATIONS. All Products or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Products or Services are sold.
- B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

21. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

22. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Supplier shall negotiate in good faith a separate written agreement with each Participating Entity to comply with such applicable provisions, if permissible by law. Within this Article, all references to "federal" should be interpreted to mean the United States federal government.

A. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

- B. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract.
- C. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

23. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's response to Sourcewell's Request for Proposal. Supplier may cancel this contract immediately upon discovery of a material breach of this Contract. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers.

Date:

MetLife Pet Insurance Solutions LLC

DocuSigned by:

By:

Date:

DocuMigned by:

By:

Date:

DocuMigned by:

DocuMigned

Brian Jorgensen Vice President, Pet Insurance

Metropolitan Life Insurance Company

Metropolitan General Insurance Company

MetLife Legal Plans, Inc.

Business Development

Sourcewell

	7/10/2024	ı	8:00	РМ	CDT	
Date:						

Docusigned by:

JEVERY Schwartz

COFD2A139D06489...

Jeremy Schwartz Chief Procurement Officer

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RFP 051623 - Group Employee Benefits and Related Services

Vendor Details

Company Name: MetLife

Does your company conduct

business under any other name? If

yes, please state:

UNITED STATES OF AMERICA (1)

225 108th Avenue NE, Suite N570

Address: Bellevue, WA 98004

Contact: Mark Wheeler

Email: mark.wheeler@metlife.com

Phone: 949-677-2500 Fax: 949-677-2500

HST#:

Submission Details

 Created On:
 Monday May 08, 2023 16:39:38

 Submitted On:
 Tuesday May 16, 2023 10:24:18

Submitted By: Mark Wheeler

Email: mark.wheeler@metlife.com

Transaction #: 0c838884-5483-4640-9260-c652c94637b1

Submitter's IP Address: 216.163.247.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Our legal name is Metropolitan Life Insurance Company. We are a subsidiary of MetLife, Inc. The legal name is MetLife Pet Insurance Solutions LLC, a MetLife, Inc. subsidiary. *MetLife Legal Plans, Inc. is a subsidiary of MetLife, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Metropolitan Life Insurance Company, a New York Corporation, was incorporated on March 24, 1868. Metropolitan Life Insurance Company became a direct, wholly owned subsidiary of MetLife, Inc. in 2000. MLIC, in turn, is the parent company of various direct and indirect subsidiaries. None of the subsidiaries are insurers within the U.S. MetLife Legal Plans is a wholly owned subsidiary of MetLife. MetLife Legal Plans does not have subsidiary
		entities.
		The legal name is MetLife Pet Insurance Solutions LLC, a MetLife, Inc. subsidiary.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Metropolitan Life Insurance Company MetLife, Inc. MetLife Pet Insurance Solutions LLC.
		Group legal plans are administered by MetLife Legal Plans, Inc., Cleveland, Ohio. In California, this entity operates under the name MetLife Legal Insurance Services. In certain states, group legal plans are provided through insurance coverage underwritten by Metropolitan General Insurance Company, Warwick, RI.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Metropolitan Life Insurance Company Cage Code: 9T465.
5	Proposer Physical Address:	MetLife 200 Park Avenue New York, NY 10166-0005
		MetLife Legal Plans 1111 Superior Avenue, Ste 800 Cleveland, OH 44114
6	Proposer website address (or addresses):	www.metlife.com
_		www.legalplans.com
/	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have	Marquis D. Smallwood, Vice President
	authority to sign the "Proposer's Assurance of Compliance"	Mark Wheeler Account Executive
	on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	225 108th Avenue NE, Suite N570 Bellevue WA 98004 949.677.2500 mark.wheeler@metlife.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mark Wheeler Account Executive 225 108th Avenue NE, Suite N570 Bellevue WA 98004 949.677.2500 mark.wheeler@metlife.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Alex Vachon Regional Director 225 108th Avenue NE, Suite N570 Bellevue, WA 98004 (425) 698-6945 avachon@metlife.com

Table 2: Company Information and Financial Strength

Line	0	P	
Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	History In 1863, our company started out as the National Union Life and Limb Insurance Company – insuring Civil War soldiers and sailors. When the Civil War ended, we shifted our focus to the Life insurance business. Our company became known as Metropolitan Life Insurance in 1868.
		By 1909, we became the nation's largest life insurer based on insurance in force. That same year, the Metropolitan Life Insurance Company Tower was constructed and became the world's tallest building until 1913. We also financed the construction of the Empire State Building in 1929 as well as provided capital to the construction of the Rockefeller Center.
		By 1930, we insured every fifth man, woman and child in the United States and Canada.
		During WWII, we placed more than 50% of our total assets into war bonds and we were the largest single private contributor to the Allied cause. After the war, we expanded our suburban presence and refocused our business to serve all market segments as well as group insurance policies.
		We currently serve approximately 100 million customers and have operations in nearly 50 countries. As a global company, we hold leading market positions in the U.S., Japan, Latin America, Asia, Europe and the Middle East.
		We are one of only two partners in one of the world's leading international employee benefits networks, MAXIS Global Benefits Network, with a presence in over 110 countries.
		Navigating business using our steadfast corporate values, we continue to grow our business with focus, innovation and profitability. These values are based on over 150 years of integrity, social responsibility, strong leadership and financial strength.
		MetLife's Corporate Philosophy For over 150 years, we have been insuring the lives of the people who depend on us. Our success is based on our long history of social responsibility, strong leadership, sound investments and innovative products and services.
		MetLife Legal Plans In 1997, MetLife purchased Hyatt Legal Plans, a group benefit business, and began to offer the benefit alongside MetLife's other group insurance. Today, we are the nation's largest provider of group legal plans, serving over five million Americans at more than 4,400 employer organizations. Our corporate headquarters, customer service and call center are based in Cleveland, Ohio, where we have 215 associates. We do not offshore any services.
		Our goal is to deliver the highest level of customer service possible and our systems are designed to be mindful of that goal. Our plans are easy to administer and provide tremendous value to participants. Our services are delivered by experienced attorneys. Our mission is to make legal access affordable for and accessible to working Americans.
		At MetLife Legal Plans, we believe our work is critical to upholding justice, and a culture of Diversity, Equity and Inclusion is integral to how we do business and serve our customers. As a business, we believe that legal plans help balance the scales of justice by offering real and tangible results in the form of legal representation and consultation. Our legal plan coverage is broad, with the intention of addressing the legal issues of a diverse group of people, including women, people of color, LGBTQ individuals, those with economic hardships, the elderly, veterans, caregivers, parents, international employees, and young adults.
11	What are your company's expectations in the event of an award?	Creating a synergetic and longstanding partnership with Sourcewell and all administrative partners involved, would be consistent with our approach to all of our business relationships. We would provide and subsequently expect immediate communication and transparency amongst all entities, moving from the award phase to the operational phase so that we are in lockstep, and have a clear understanding of our deliverables, processes, and services. Upon effective date of said award, we would expect evaluations of transitioning entities to begin, and the implementation of our marketing program to be activated.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Current Ratings Metropolitan Life Insurance Company's current financial strength ratings are as follows: • A.M. Best: A+ Superior • Moody's: Aa3 High Quality • Standard & Poor's: AA- Very Strong • Fitch IBCA: AA- Very Strong
		For ratings information and a more complete analysis of the financial strength of Metropolitan Life Insurance Company, please go to www.metlife.com and click on "About Us" and then "Corporate Profile" and then "Ratings".
		Ratings apply to Metropolitan Life Insurance Companies financial strength and claims paying ability and not the performance of any of its products.
		Financial Strength and Stability MetLife, Inc. is a leading global provider of insurance, annuities and employee benefit programs. We serve approximately 100 million customers in nearly 50 countries. Through our subsidiaries and affiliates, we hold leading market positions in the U.S., Japan, Latin America, Asia, Europe and the Middle East.
		Founded in 1868, we have continued to build upon our long history of providing unique solutions to our customers by launching new and innovative products, expanding our role as a leader and continuing to provide high-quality financial solutions backed by a trusted, well-recognized brand name and strong financial performance. Today, we are the largest life insurer in the U.S. and Mexico.
		MetLife was ranked number 39 in Fortune magazine's 2022 rankings of the 500 largest U.S. companies. We have earned this leadership position by operating efficiently, investing conservatively and diversifying within our core business lines.
		An Enduring Commitment to Employee Benefits With over 90 years of experience in the group benefits business, we bring unmatched perspective to your company's benefit opportunities and challenges. We serve more than 70,000 group customers, including 96 of the top one hundred FORTUNE 500® companies and over 3,600 public sector employers across the country. As one of the strongest financial institutions in the country, we are positioned to meet our obligations to you and your employees today and in the future. By choosing us, you work with a partner that excels at doing things right.
		Key Pillars of Financial Strength Our strong capital and liquidity (cash and cash equivalents) provide solid financial footing to meet our commitments today as the leader in employee benefits and will allow us to capitalize on future marketplace opportunities. This strength is reflected in our ratings – which are among the highest in the industry.

	Envelope ID. 200 10600-9339-4 IE9-6934-3D00 IA	
13	What is your US market share for the solutions that you are proposing?	Life We rank first in Group Life and AD&D benefit sales according to LIMRA's U.S. Workplace Report for 1Q2021. Our Group Life sales market share in 1Q2021 was 31% and AD&D was 27%.
		Disability According to the 2021 LIMRA U.S. Group Disability Sales and Inforce survey, our total disability inforce market share was 10.65%*. This put us at number four in the overall industry based upon total in-force book of business.
		We are the largest administrator of dental benefit plans among all single commercial carriers, providing dental plan administration for more than 20 million people.
		Dental According to Q42021 LIMRA U.S. Workplace Benefits Dental In-Force Survey, MetLife ranks first among single commercial carriers with a market share of 27%. Our PPO market share is 29%. (Market share excludes Delta, most Blue Cross Blue Shield, and Humana, among other companies).
		Vision Vision is 28% market share LIMRA 4th quarter 2022.
		Accident and Health We rank first in total voluntary benefit sales according to LIMRA's U.S. Workplace Report for 1Q2022. Our total Voluntary Benefit sales market share in 1Q2022 was 16.6%.
		Pet Insurance Pet Insurance is 4.1% market share according to NAPHIA.
		Identity and Fraud Protection As of January 1, 2023, Aura supports over 700 employer groups.
14	What is your Canadian market share for the solutions that	Not Applicable.
15	you are proposing? Has your business ever petitioned for bankruptcy	No. MetLife, Inc. and Metropolitan Life Insurance Company have never filed for bankruptcy.
	protection? If so, explain in detail.	
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service	b. Metropolitan Life Insurance Company is providing this quote. Metropolitan Life Insurance Company was incorporated in 1868. It became a wholly owned subsidiary of MetLife, Inc. in 2000.
	provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your	Metropolitan Life Insurance Company's primary business is that of an insurance company. The primary business of MetLife, Inc. is that of a financial holdings company.
	written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your	MetLife Legal Plans is both an insurer and a legal service provider, the definition varies by state. The group legal plan benefit is sold by MetLife Account Executives. Day-to-day servicing of your account will be managed by a MetLife Legal Plans Account Manager in coordination with the sales and service team at MetLife who manage your other MetLife group benefits. MetLife Legal Plans is filed, approved and in compliance in all states that regulate legal plans. Our plan attorneys are licensed members of the bar associations I the states in which they practice.
	sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Your service team consists of your Account Executive, Account Manager and Client Services Consultant. Your cross-functional service team administers your benefit program through consistent, responsive and proactive service.
		Account Executive, Mark Wheeler, answers your questions related to your MetLife quote and our product solutions. Mark develops benefit solutions specifically for you by using his detailed knowledge of our product offering and a comprehensive understanding of your benefit goals.
		Account Manager, to be assigned upon notice of sale, is your end-to-end service experience manager. Your Account Manager provides additional consultation on our products and/or assists you through renewal planning.
		Client Services Consultant (CSC), to be assigned upon notice of sale, is your MetLife contact for day-to-day administrative needs and claims escalation. Your Client Services Consultant answers questions, facilitates resolutions for billing inquiries, provides reporting, escalates claim inquiries and coordinates plan changes.
		We also use an Implementation Leader as the project manager for your implementation. Your Implementation Leader begins by customizing a project plan for managing your transition. Your Implementation Leader shares the project plan with you and any other parties that need to be involved. Our team establishes connections for your billing, enrollment and any other systems to ensure your account is claim ready, day one.
		Please note that our service team are direct employees MetLife.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third	State issued Life & Health, as well as Property & Casualty Insurance licenses held individually are needed to conduct these transactions. All MetLife representatives are currently or will become properly licensed prior to transacting this business in accordance with all State and local laws and regulations.
	parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	MetLife Legal Plans Attorneys in our provider network must meet our license and certification criteria. In addition to qualification requirements of availability, staffing, a physical office location, and suitability of practice, we require: Graduation from an accredited law school and valid state licensure Minimum malpractice insurance of \$100,000 per claim and \$300,000 aggregate (The average for network firms is \$800,000 per claim and \$1.2 million aggregate.).
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable.
	Tapping to your organization during the past terr years.	1

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Our efforts to drive positive change in the market, our communities and the workplace are acknowledged industry wide.
		Here are some recent accolades: • America's Most Responsible Companies (2020 – 2022); • Bloomberg Financial Services Gender-Equality Index (2016 – 2023); • Dave Thomas Foundation for Adoption – Best Adoption-Friendly Workplaces (2008 – 2021); • Disability Equality Index – Best Place to Work for Disability Inclusion (2017 – 2022); • Dow Jones Sustainability Indices (2016 - 2021); • Fortune Magazine - World's Most Admired Companies (2022 - 2023); • G.I. Jobs - Military Friendly Employers (2013 – 2022), Military Friendly Spouse Employers (2017 – 2022); • Great Place to Work U.S. and Brazil – Corporate Inclusion Index (2022 – 2023); • Hispanic Association on Corporate Responsibility – Corporate Inclusion Index (2012 – 2021); • Human Rights Campaign – Best Places to Work for LGBT Equality (perfect score 2004 – 2022); • INROADS – Top 10 Corporate Clients (2003 – 2017); • LATINA Style Magazine - Best Companies for Latinas (1998 – 1999 and 2008 – 2020); • Military Friendly Employer (2022); • Military Friendly Spouse Employer (2022); • Mogul's Top 100 Innovators in Diversity & Inclusion (2018); • National Association for Female Executives – Top Companies for Executive Women (2006 – 2012, 2016 – 2020); • Preferred Carrier of New Hampshire PFML Program (2022); • Seramount - National Association for Female Executives (NAFE) (2006 – 2012, 2016 – 2018 and 2020 – 2022); • Sustainability North American Index (2016 – 2021); • World's Most Admired Companies (2008 – 2022); • World's Most Responsible Companies for Women in India (2016 – 2020); • Working Mother and AVTAR – 100 Best Companies for Women in India (2016 – 2020);
		We are also recognized as a global leader by: Carbon Disclosure Project – 1st U.S. Insurer to Achieve Carbon N Neutrality; Corporate Knights – Global 100 Most Sustainable Companies; EcoVadis 2018 Silver Rating – Supplier Sustainability for Global Supply Chains; Environmental Protection Agency (EPA) – Climate Leadership Award, Excellence in Greenhouse Gas Management – Goal Setting Certificate; FTSE4Good Index; Fortune Magazine - Fortune World's Most Admired Companies; JUST Capital - Americas Most JUST Companies; JD. Power - Certified Customer Service P&C and RIS; Newsweek Magazine, "Green Company Rankings" - No. 1 insurance company in the world and in the U.S. for environmental performance; Pet Innovation Awards- Pet Insurance of the Year; Reader's Digest - Most Trusted Brands; RobecoSAM and Dow Jones - Dow Jones Sustainability Index - North America.
20	What percentage of your sales are to the governmental sector in the past three years	Our percentage of sales to governmental sector customers has been 0.8% on average over the past three years (2020-2022). Our U.S. government and federal sales over the past three years have totaled over \$230M. To help illustrate our experience in providing complex benefit programs and administrative support to government sector customers, we've provided the following examples of two customers that have chosen MetLife to be their world class benefits provider, all of whom have thousands of enrolled members:
		FEGLI Program The Federal Employees' Group Life Insurance (FEGLI) program is the largest Group Life insurance program in the world. It was established by Congress in 1954 and provides Basic and Optional Life Insurance coverage for Federal employees, retirees and their families. The FEGLI program covers over 4 million active employees and annuitants. FEDVIP Program
		The Federal Government established the Federal Employees Dental and Vision Insurance Program (FEDVIP) in 2006 and we were awarded the Voluntary Insured Dental business. A few years ago, we were also awarded their Vision business. MetLife, one of ten competing Dental and Vision carriers, insures approximately 680,000 FEDVIP employees.
0.4		Both the FEDVIP and FEGLI benefit programs are managed by the US Office of Personnel Management (OPM), the Human Resources agency of the Federal Government.
21	What percentage of your sales are to the education sector in the past three years	As a market leader in the public sector, we provide benefit programs to over 3,360 school districts and municipalities with approximately 7M eligible lives across the country.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We are happy to provide this information once we have been selected as a finalist in the bid process. We maintain this policy out of courtesy to our customers who expect that we will honor their confidentiality. Our annual sales volume for our State and Provincial contracts has been provided below. Please note that we do not separately track our cooperative purchasing contracts. 2020 - \$87,910,811 2021 - \$239,700,640 2022 - \$\$66,712,860
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not have any GSA and/or SOSA contracts, based on our interpretation of these types of arrangements.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
We receive a large number of RFPs requesting references. We are happy to provide this information once we have been selected as a finalist in the bid process. We maintain this policy out of courtesy to our customers who expect that we will honor their confidentiality. In the event we are chosen as the new carrier, we will extend this same courtesy to you.		Will be provided upon being named as a finalist.	*
Will be provided upon being named as a finalist.		Will be provided upon being named as a finalist.	*
Will be provided upon being named as a finalist.		Will be provided upon being named as a finalist.	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
We are proud to offer this program to a number of government, education and non-profit customers. Out of respect to the privacy of our customers, we cannot release the names of the specific institutions. However, be assured that we provide successful programs to these industries across the country. Please note that we are happy to provide this information once we have been selected as a finalist in the bid process.	Government	Alabama - AL	Not available at this time.	Not available at this time.	Not available at this time.
We are proud to offer this program to a number of government, education and non-profit customers. Out of respect to the privacy of our customers, we cannot release the names of the specific institutions. However, be assured that we provide successful programs to these industries across the country. Please note that we are happy to provide this information once we have been selected as a finalist in the bid process.	Government	Alabama - AL	Not available at this time.	Not available at this time.	Not available at this time.

We are proud to	Government	Alabama - AL	Not available at this time.	Not available at this time.	Not available at this time.
We are proud to offer this program to a number of government, education and non-profit customers. Out of respect to the privacy of our customers, we cannot release the names of the specific institutions. However, be assured that we provide successful programs to these industries across the country. Please note that we are happy to provide this information once we have been	Government	, живоатна - AL	inot available at this time.	inot available at this time.	inot avaliable at this time.
selected as a finalist in the bid					
process. We are proud to offer this program to a number of government, education and non-profit customers. Out of respect to the privacy of our customers, we cannot release the names of the specific institutions. However, be assured that we provide successful programs to these industries across the country. Please note that we are happy to provide this information once we have been selected as a finalist in the bid process.	Government	Alabama - AL	Not available at this time.	Not available at this time.	Not available at this time.
We are proud to offer this program to a number of government, education and non-profit customers. Out of respect to the privacy of our customers, we cannot release the names of the specific institutions. However, be assured that we provide successful programs to these industries across the country. Please note that we are happy to provide this information once we have been selected as a finalist in the bid process.	Government	Alabama - AL	Not available at this time.	Not available at this time.	Not available at this time.

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line	Quantian	Response *	
Item	Question	response	

26	Sales force.	Making your service experience seamless and simple is the main focus for our service team. From a streamlined implementation through consistent ongoing service, we're dedicated to reducing your administrative burden.	
		Your service team consists of your Account Executive, Account Manager and Client Services Consultant. Your cross-functional service team administers your benefit program through consistent, responsive and proactive service.	
		Account Executive, Mark Wheeler, answers your questions related to your MetLife quote and our product solutions. Located in our Bellevue, WA sales office, Mark develops benefit solutions specifically for you by using his detailed knowledge of our product offering and a comprehensive understanding of your benefit goals.	
		Account Manager, to be assigned upon notice of sale, is your end-to-end service experience manager. Your Account Managers provides additional consultation on our products and/or assists you through renewal planning.	*
		Client Services Consultant (CSC), to be assigned upon notice of sale, is your MetLife contact for day-to-day administrative needs and claims escalation. Your Client Services Consultant answers questions, facilitates resolutions for billing inquiries, provides reporting, escalates claim inquiries and coordinates plan changes.	
		We also use an Implementation Leader as the project manager for your implementation. Your Implementation Leader begins by customizing a project plan for managing your transition. Your Implementation Leader shares the project plan with you and any other parties that need to be involved. Our team establishes connections for your billing, enrollment and any other systems to ensure your account is claim ready, day one.	
		Your team will be regionally located.	
27	Dealer network or other distribution methods.	Not applicable.	
		We do not have a dealer network external to MetLife. Our group product is sold by MetLife Account Executives and your account will be managed jointly by MetLife and MetLife Legal Plans. Plan participants are serviced by a nationwide network of 18,000+ attorneys nationwide.	*
28	Service force.	We are dedicated to delivering a superior quality experience to you and your employees. We leverage our experiences to improve your end-to-end customer experience.	
		We have full-time in-house Customer Services Representatives, aligned by product, ready to service employees/participants.	
		The number of associates vary by product.	*
		MetLife Legal Plans Your account will be managed by a MetLife Legal Plans Account manager in coordination with your MetLife Client Service Consultant who is the overall service contact for all your MetLife Group Benefits. At the participant level, Customer Service Representatives are available by phone, email or live chat online in our call center in Cleveland, OH.	
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective	Not applicable to the insurance services we are offering.	
	roles of the Proposer and others.	MetLife Legal Plans. There is no "ordering" of the legal plan service. MetLife Legal Plans enters into arrangements with a variety of agents, brokers, consultants, third- party administrators, general agents, associations, and other parties that may participate in the sale of MetLife products (each an "Intermediary"). When a group purchases a MetLife product through an Intermediary, MetLife may pay the Intermediary base commission and other forms of compensation for the sale and renewal of MetLife products and fees for the administration and service of MetLife products, or remit compensation to the Intermediary on your behalf, if you are a plan sponsor.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated	We are committed to once-and-done customer service. Our friendly and knowledgeable Customer Service Representatives will answer as many questions as possible to limit the need for call back or follow up. We monitor the call quality of our Customer Service Representatives and measure the satisfaction of our members through weekly satisfaction surveys.	
	service goals or promises.	Participants simply need to call our toll-free customer service line (varies by product) and a friendly and knowledgeable Customer Service Representative will be ready to answer questions regarding claim submissions, plan details, billing information and general information, as applicable.	
		When an inquiry cannot be resolved on a first call, a referral or call back may be necessary. Response times vary by inquiry and product.	*
		MetLife Legal Plans Client Service Representatives (CSR) can answer participant questions regarding the legal plan product with the exception of providing advice on a legal matter. Live reps in Cleveland, OH, are available 8:00 a.m.—8:00 p.m., ET, Monday — Friday. Representatives are trained to provide guidance on your plan's coverage, help with selecting an attorney, schedule the attorney appointment, and process out-of-network claims. The call center consistently meets the following service standards include: Service level objectives: 80% of calls answered within average of 20 seconds. Percentage of calls abandoned: less than 3%.	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Metropolitan Life Insurance Company is licensed in all 50 states. Metropolitan Life Insurance Company is also licensed in the District of Columbia, Guam, Puerto Rico, the Northern Mariana Islands and the U.S. Virgin Islands.	
	ar are striked states.	While state rules may vary, MetLife Legal Plans coverage is available in all states. Our product, marketing materials and external communications are compliant with local, state, and federal rules.	*
		Outside of the U.S., we operate in nearly 50 countries through international subsidiaries and affiliates.	
		Your Account Executive, Mark Wheeler, will be happy to answer your questions related to your MetLife quote and our product solutions. Mark develops benefit solutions specifically for you by using his detailed knowledge of our product offering and a comprehensive understanding of your benefit goals.	
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	MetLife has the ability to offer coverage in Canada through a preferred partner that is sitused and licensed in Canada. More information would be needed to explore the Canadian opportunity.	
	ni Suriada.	We can offer the plan to employees of a U.Sbased company that don't reside in the U.S. As long as we are receiving payment (payroll deductions) and they are on the file that is sent over to us. MetLife also provides out-of-network fee reimbursement when a participant seeks assistance from attorneys outside of the US. All their legal services would be available to them through the out-of-network benefit. Employees could be reimbursed for work with an out-of-network attorney using the process detailed below. If they seek assistance from an in-network attorney in the United States for their covered issue, they would be fully covered with no additional fee required.	*

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	As previously indicated, Metropolitan Life Insurance Company is licensed in all 50 states. Metropolitan Life Insurance Company is also licensed in the District of Columbia, Guam, Puerto Rico, the Northern Mariana Islands and the U.S. Virgin Islands.	
		Outside of the U.S., we operate in nearly 50 countries through international subsidiaries and affiliates.	
		Your Account Executive is happy to work with you to determine how your inpats and expats can be covered based on their location.	*
		MetLife Legal Plans Not applicable. We can offer the plan to employees of a U.Sbased company that don't reside in the U.S. As long as we are receiving payment (payroll deductions) and they are on the file that is sent over to us. MetLife also provides out-of-network fee reimbursement when a participant seeks assistance from attorneys outside of the US.	
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	A full list of excluded Industries is provided on the attached sample offer. In addition, MetLife reserves the right to exclude groups on a case by case basis.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	As previously indicated, Metropolitan Life Insurance Company is licensed in all 50 states. Metropolitan Life Insurance Company is also licensed in the District of Columbia, Guam, Puerto Rico, the Northern Mariana Islands and the U.S. Virgin Islands.	*
		Our legal plan is available in all 50 states and U.S. territories. Our contract requirements do not vary in Hawaii, Alaska or U.S. territories. The plan is the same nationwide.	

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We provide onsite support through our Onsite Services team who will recommend and deliver the best onsite strategy to suit your specific requirements. Our licensed benefit counselors are among the best in the industry and have been trained and certified in our product offerings. They will educate your employees about their benefit options to enable them to make informed benefits decisions.	
		This team will work with you, your Account Executive, Voluntary Communication Specialist and Client Services Consultant to tailor the enrollment experience for your employees.	
		An assigned team member will act as a dedicated resource throughout the enrollment process. He or she will partner with you to get a better understanding of your demographics, organization size, site locations, organizational structure and any specific requirements. With this information, we will recommend the most appropriate enrollment methodology and communication material to maximize employee education and participation. We can provide a variety of communication materials including posters, table tents, payroll stuffers and email blasts.	
		In addition, standard enrollment kits customized with your organization name and plan design can be created for distribution to communicate new plans. Once the overall enrollment strategy and schedule have been completed, we will provide onsite support to communicate the new benefit(s) to the eligible employees at each proposed location.	
		Onsite services are available with appropriate lead time and for cases that meet established guidelines. We typically do not charge for onsite support.	
		At renewal, we will work with you to review the plan and recommend modifications, if appropriate. If there are any major plan design modifications or significant rate increases, we recommend that new enrollment kits be distributed for re-enrollment. To optimize re-enrollment efforts, your support to communicate benefits and any modifications to the plan is strongly recommended.	
		We estimate that customers who host benefit fairs see an average 7% increase in participation compared to those who do not host an onsite meeting. Customers who host onsite group meetings see an average increase in participation of more than 20% over those who do not host an onsite group meeting and nearly 15% more participation than a benefit fair.	*
		Onsite support is typically provided before or during the open enrollment period for group meetings and benefit fairs with more than 100 employees on location. Onsite support for wellness and non-enrollment related events is typically provided for group meetings with 100 employees on location, and benefit fairs with more than 250 employees on location.	
		Lastly, we can provide the following tools to raise awareness of our product offerings: Email; Mobile App; Group Meetings; Info Graphics; Info Graphics; Microsite; Signage; Newsletter Articles; Social Media; Videos; Online presentations.	
		MetLife Legal Plans You MetLife Voluntary Communications Specialist will work with you to create communications that reflect your group's plan design and the specific needs of your employee population. Co-branding typically includes a customer's name and full-color logo. We can mail a Welcome Letter and fact sheet directly to the plan participants at your request. We do not require ID cards but we can make them available.	
		We can provide digital files of employee-facing materials for your intranet and email content for you to distribute. We can also send printed materials for you to distribute or we can mail them directly to plan participants upon request.	
		There is no cost for marketing materials. Our marketing materials and external communications go through a legal approval process to ensure the content is compliant with local, state, and federal rules. You will see a legal code within the footer of each asset that reflects legal approval.	
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	One of the methods that we use to raise awareness of our product offerings is via social medial. Additional tools available for raising awareness of our product offerings are as follows: • Email;	
		 Mobile App; Group Meetings; Info Graphics; Microsite; Signage; Newsletter Articles; Videos; Online presentations. 	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	An assigned team member will act as a dedicated resource throughout the enrollment process. He or she will partner with you to get a better understanding of your demographics, organization size, site locations, organizational structure and any specific requirements. With this information, we will recommend the most appropriate enrollment methodology and communication material to maximize employee education and participation. We can provide a variety of communication materials including posters, table tents, payroll stuffers and email blasts.	
		Once you determine that a new contract will need to be integrated, you should notify us as soon as possible. Your Account Executive and Client Services Consultant will evaluate the characteristics of the new group and provide a quote. We will work with you to confirm effective dates, programs, etc. and simplify the implementation process for you. Structure for the acquisition group will be established as appropriate and your eligibility file will be updated.	*
		MetLife Legal Plans We regularly post on social media sites to engage with customers, participants, and prospects. LinkedIn is our primary social media platform at this time.	
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our employee website makes it easy for your employees to evaluate and enroll for coverage. Benefits calculators, hints and tips and helpful life advice tools will help your employees quickly estimate their insurance needs. Users can log in at www.metlife.com/mybenefits to access specific benefits information.	*

Table 8: Value-Added Attributes

Line Item	Question	Response*
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We will work with you to identify training needs for your staff during the implementation process to ensure a seamless transition. At a minimum, your designated MetLife Client Services Consultant, will provide your HR/benefit staff training on all systems, reporting and invoicing as necessary, using a combination of conference calls, webinars and other online resources. During your implementation, your assigned Client Services Consultant will provide you with an implementation guide to review and answer any questions you may have. Additionally, to ensure you understand the online functionality available to you and your employees, we conduct a walkthrough call of our employer and employee websites. Materials and tools, including interactive demos, will be available to assist you in managing your benefit plans online. There are no additional charges for these services.
		There is no cost to train your groups on the MetLife Legal Plans product. We would be happy to present an overview to enrollees or prospects. We can attend benefit fairs or vendor events and we will provide easy-to-use materials that guide participants on how to use the plan.
41	Describe any technological advances that your proposed products or services offer.	We continually invest in the systems, technology and administrative capabilities that support our extensive employee benefit offerings. Our process continually assesses feedback from our customers, their employees, intermediaries and beneficiaries regarding our technology and systems. This feedback helps us decide where to make strategic investments from product innovation and operational enhancement perspectives. Examples of the types of strategic investments planned include: Enhancements to our Websites – In keeping with our role as an industry leader, we continually enhance employee and employer websites, to improve our customers' experience when transacting online and make it easier to do business with us. Enhancements include regular updates to design, simplified navigation, better tools and content. We continually review our online capabilities to stay current and relevant to our customer needs, such as providing useful reports and online analysis. Over the past few years, we have also invested heavily in connecting to third-party distribution and servicing platforms. Enhancements to our Call Centers – We constantly look for new ways to efficiently service our calls. In an effort to enhance the participant experience, we are introducing artificial intelligence that provides our call center customer service associates with real-time feedback to coach them while they are on calls (applicable to Life and Disability). We also recently introduced our Call Back Assist feature. This gives callers the option to continue holding on the line or request a call back. It allows the caller to provide contact information and receive an auto-generated call back the same business day. For our Life Enhancements – We continue to make significant investments in our online capabilities. Such investments are being made to our systems supporting our Medical of Evidence Insurance process to increase the user experience. Additionally, we continue to invest in our claim servicing capabilities and provides applications of the p

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	MetLife is committed to improving the environment today to ensure a healthy planet for generations to come. In support of this commitment, we strive to minimize the company's carbon footprint. We are driving operational excellence and significantly reducing our environmental impact — through carbon-reduction programs, energy-efficiency initiatives, water and waste reduction strategies, recycling and reuse efforts and more. In 2016, we took these reductions a step further, becoming the first U.Sbased insurer to achieve carbon neutrality. We attained this status every year since, while driving continuous improvements in our energy use and greenhouse gas emissions. We have set ambitious goals, including a commitment toward net zero emissions for our global operation and general account investment portfolio by 2050 or sooner. Beyond shrinking our footprint, we are working to create a positive impact for every one of our customers, employees and community members around the world. We collaborate with our business partners on climate action, engage our employees in community service and environmental awareness, support impact investments such as renewable energy	
		infrastructure, rebuild communities after natural disaster strikes, and aid individuals across the globe through the work of MetLife Foundation.	
		Among our priorities in managing our environmental impact is developing programs that address climate change, lower energy consumption and improve the environmental performance of MetLife's office facilities. We continue to implement capital projects and facility upgrades with a focus on energy savings, water efficiency and waste diversion. These projects include lighting retrofits, chiller/biolier replacements, demand metering, occupancy sensor installations and hands-free, low-flow water devices. We have 26 buildings around the world (4.7 million square feet) that are certified by the Leadership in Energy & Environmental Design program (LEED).	*
		We include sustainability in our supplier sourcing and management processes and we are committed to purchasing environmentally preferred products and energy efficient technology equipment. These include green building and cleaning materials, Energy Star certified IT equipment, sustainably certified paper, water-efficient fixtures and energy efficient lighting.	
		MetLife Foundation is also making a positive impact on our environment. It has a long-standing commitment to our communities, the volunteer activities of our associates and our social and community investments. For more information on the philanthropic work of MetLife Foundation, visit www.metlife.org.	
		Furthermore, we address climate change with our investment portfolio. At year-end 2021, we held more than \$34 billion in green investments. We have ownership stakes in wind and solar farms that produce enough clean energy to power approximately 1.5 million homes.	
		For additional information on MetLife's sustainability programs, please visit https://www.metlife.com/sustainability/.	j
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Our efforts to drive positive change in the market, our communities and the workplace are acknowledged industry wide. Here are some recent accolades: • America's Most Responsible Companies (2020 – 2022); • Dow Jones Sustainability Indices (2016 - 2021); • Sustainability North American Index (2016 – 2021); • World's Most Responsible Companies (2020 – 2022).	
		We are also recognized as a global leader by: Carbon Disclosure Project – 1st U.S. Insurer to Achieve Carbon Neutrality; Corporate Knights – Global 100 Most Sustainable Companies; EcoVadis 2018 Silver Rating – Supplier Sustainability for Global Supply Chains; Environmental Protection Agency (EPA) – Climate Leadership Award, Excellence in Greenhouse Gas Management – Goal Setting Certificate; Newsweek Magazine, "Green Company Rankings" - No. 1 insurance company in the world and in the U.S. for environmental performance; RobecoSAM and Dow Jones - Dow Jones Sustainability Index - North America.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Not applicable.	*

What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?

Competition for talent is at an all-time high, and your needs are unique. You deserve to work with a reliable carrier that understands you, and tailors solutions for your organization.

The workforce is changing at a rapid pace - becoming increasingly diverse and multi-generational, with different needs and expectations from each. With healthcare costs rising, changing work environments, and evolving employee expectations around support for their social, financial, mental, and physical wellbeing, employers must find new ways to attract, retain, and engage employees.

We are here to help you navigate through this changing world and turn your benefits plan into a strategic investment and competitive edge. With a robust suite of customizable products and services, industry-leading expertise, and community efforts, we empower employees to thrive, with a commitment to supporting those in underserved and underrepresented communities

At MetLife, we've been in the business of keeping promises and supporting people for more than 150 years. As the #1 Group Insurance Carrier, we provide insurance and benefits to 40 million people across 50,000 business and breadth of our experience means we can work together to offer the solution that is right for you.

Our forward-looking insights and expertise on the changing workforce can support confident decisions that unlock greater value from your benefits plan. With proactive consultative guidance, customer-focused solutions, and exceptional service, we ensure your employees have the financial security and the support they need to reach their goals.

Our offer includes these flexible, competitive solutions to help you meet the diverse needs of your employees, and attract and retain top talent:

- Davis Vision by MetLife
- Superior Vision by MetLife
- Disability & Absence (STD, LTD, Absence Management)
 Employee Assistance Program (EAP)
- Life Insurance and AD&D
- Accident & Health (Accident, Cancer, Critical Illness, & Hospital Indemnity) Auto and Home insurance offered by Farmers GroupSelectSM
- Pet Insurance
- MetLife Legal Plans
- Health Spending & Savings Accounts (HSA, HRA, Limited Purpose FSA, Dependent Care FSA, Commuter Benefits, and COBRA)
- Identity & Fraud Protection
- Retirement & Income Solutions
- Worksite Short-Term Disability
- Worksite Whole Life
- MetLife Worldwide Benefits
- Financial Wellness (Upwise)
- Executive Benefits (GVUL, DIGI)

We are committed to building long-term relationships. We achieve long customer tenures by delivering products and services with best-in-class account management models. Our financial strength ratings are some of the highest in the industry which provides added confidence that we can meet our obligations to you and your employees - today and in the future.

We continue to invest in providing a seamless experience to all we serve - from robotics that streamline our processes, to integrated tools that create more compassionate call center experiences, to digital upgrades that address evolving employee expectations, we never settle

We're also introducing new meaningful additions to our portfolio to address even more employee needs. Upwise, for instance, is a financial wellness app that helps individuals make meaningful progress with their finances by building positive habits at no cost. Please ask your MetLife Account Executive for additional details.

Our people make a difference every day. Caring, compassionate and committed, our teams are here to help you and your employees navigate the process and create a better benefit experience.

By choosing MetLife, you are partnering with a company that is dedicated to doing things right, making your job simpler - a team that is always with you, creating a more confident future.

MetLife Legal Plans

As the market leader for group legal plans, we've ensured that our plan is easy to use. MetLife Legal Plans is the only provider to cover telephone advice and office consultations for an unlimited number of matters even if the matter is not fully covered. There are no copays, deductibles, wait times, usage limits, or out-of-pocket expenses when participants use

Our attorney network is managed by attorneys who know the legal business and have operated a private practice themselves. Our dedicated teams works at the direction of our Panel Management leaders who have all been in personal practice law and understand what the services needs of a firm are and the service needs of our members. This focus on service by providing network firms with dedicated personnel to handle any service-related matters and to set the service standards for a firm in the beginning of our partnership differentiates MLP.

Table 9: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
	Describe any performance standards or guarantees that apply to your services	MetLife is willing to offer up to 1% in performance guarantees based on our standard book of business metrics.	*
	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	See attached document outlining our standard Performance Guarantees.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response*	
48	Describe your payment terms and accepted payment methods.	Upon plan implementation, you will be able to choose from two billing options:	П
		Self-Bill – You maintain individual employee records and calculate the monthly premium amount based upon your census, volume or covered payroll; List Bill – We provide you with a monthly bill that breaks out each participant's line of coverage and corresponding premium amounts. At the end of each plan year, we generate financial reports and perform a year-end reconciliation. Any required adjustments are made as soon as possible following the end of the plan year.	
		You have the option to use either email billing or our employer website.	*
		For Pet insurance, this quote is based on the assumption that premiums will be deducted through your payroll. We calculate each employee's payroll deduction amount on a per-payperiod basis. Prior to each payroll processing cycle, we send you the billing data on a single bill file and/or post on our employer website. After your payroll is ran, we ask that you send us a file confirming the deductions withheld. The file can be sent electronically or uploaded to our employer website. We use the confirmation file to update all members' records prior to generation of the next bill file. An active employee can choose to set up his or her account on a direct-bill basis via a personal credit, debit card or automatic withdrawal.	
49	Describe any leasing or financing options available for use by educational or governmental entities.	Not applicable.	*
50	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Under state insurance laws, our policy, which includes the statement of responsibility, application, certificates, amendments and/or endorsements, will become the legal contract between the policyholder and MetLife. You will be required to sign the application and statement of responsibility. Please note that the statement of responsibility does not apply to Pet Insurance.	*
		Samples have been uploaded to the document upload section as requested.	
51	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No, P-card is not accepted as form of payment.	*

Table 11A: Depth and Breadth of Offered Products

Indicate below whether or not each line of coverage is included in your proposal. For each applicable line of coverage describe additional details regarding the proposed coverage offering, such as pricing or enhancements. For any line of coverage not included in your proposal, respond "N/A" or "not applicable" in the additional details column.

Line Item	Line of Coverage	Offered *	Standard Discount Available *	Details of program offering, price, enhancements *
52	Basic Life	 Yes No	೯ Yes ೧ No	Yes, standard pricing discount will apply per pricing offer for groups with 10-999 eligible lives. See pricing offer for program details.
	Basic Accidental Death and Dismemberment	G YesC No	€ Yes ○ No	Yes, standard pricing discount will apply per pricing offer for groups with 10-999 eligible lives. See pricing offer for program details.
54	Voluntary Life - Employee	© Yes ○ No	C Yes	Target to match voluntary life and AD&D renewal rates so discounting may apply.
	,	€ Yes € No	C Yes	Target to match voluntary life and AD&D renewal rates so discounting may apply.
56	Voluntary Life - Spouse	G YesC No	C Yes No	Target to match voluntary life and AD&D renewal rates so discounting may apply.
		YesNo	C Yes	Target to match voluntary life and AD&D renewal rates so discounting may apply.
58	Voluntary Life - Child	© Yes ○ No	C Yes No	Target to match voluntary life and AD&D renewal rates so discounting may apply.

Table 11B: Depth and Breadth of Offered Products

Indicate below whether or not each line of coverage is included in your proposal. For each applicable line of coverage describe additional details regarding the proposed coverage offering, such as pricing or enhancements. For any line of coverage not included in your proposal, respond "N/A" or "not applicable" in the additional details column.

Line	Line of Coverage	Offered *	Standard Discount Available *	Details of program offering, price, enhancements *
59	Short Term Disability	© Yes	ি Yes ∩ No	Yes, standard pricing discount will apply per pricing offer for groups with 10-999 eligible lives. See pricing offer for program details.
60	Long Term Disability	© Yes C No	© Yes ○ No	Yes, standard pricing discount will apply per pricing offer for groups with 10-999 eligible lives. See pricing offer for program details.
61	Voluntary Incremental Long Term Disability (e.g. You may elect any level of coverage, in increments of \$100 between \$500 and \$5,000 per month, provided you don't insure more than 60% of your monthly income.)	∩ Yes ⊚ No	← Yes ♠ No	N/A
62	Allow for 70% all sources integration on Long Term Disability. (e.g. The normal maximum is 60%, but if an employee is receiving income from another source (PERA or Social Security Disability), the maximum benefit increases to 70% when all sources of income are considered.)	© Yes ○ No	© Yes ○ No	Available for Employer Paid Long Term Disability
63	Dental	Fes○ No	© Yes ○ No	Yes, standard pricing discount will apply per pricing offer for groups with 10-999 eligible lives. See pricing offer for program details.
64	Vision	© Yes C No	© Yes ○ No	Yes, standard pricing discount will apply per pricing offer for groups with 10-999 eligible lives. See pricing offer for program details.
65	EAP	© Yes ○ No	C Yes	Comes standard with our LTD. There's an added cost to accompany Basic Life
66	Accident	© Yes ○ No	C Yes	Shelf plans and pricing may be available based on administrative capabilities, group size, and situs state.
67	Critical Illness	© Yes ○ No		Shelf plans and pricing may be available based on administrative capabilities, group size, and situs state.
68	Cancer	© Yes ○ No	C Yes	Shelf plans and pricing may be available based on administrative capabilities, group size, and situs state.
69	Gap	C Yes ⊚ No	C Yes ⓒ No	N/A
70	Other	© Yes	← Yes	Hospital Indemnity, Pet Insurance, Legal Plans, & ID Theft Protection - Shelf plans and pricing may be available based on administrative capabilities, group size, and situs state.

Table 11C: Depth and Breadth of Offered Products

Indicate below whether or not each contract provision or enhancement is available as part of the coverages included in your proposal. For each applicable contract provision or enhancement identify the attached line(s) of coverage. For any contract provision or enhancement that is not available as part of the coverages included in your proposal, respond "N/A" or "not applicable" in the attached lines of coverage column.

Line Item	Provision/Enhancement	Included *	Extra Cost *	Line of Coverage benefit is attached to and/or details of program offering, price, enhancements *	
71	Able to match all basic plan components for existing groups and new groups	© Yes ○ No	© Yes © No	Intent is to match current contracts subject to State and MetLife filings. Extra cost maybe applicable depending on plan component.	
72	Accelerated Death Benefit	YesNo	© Yes C No	Can be included in certain benefits, subject to State filings.	
73	Business Travel	YesNo	G YesC No	Can be included in certain benefits, subject to State filings.	
74	Child Care Benefit	© Yes ○ No	© Yes ○ No	Can be included in certain benefits, subject to State filings.	
75	COLA	© Yes ○ No	© Yes ○ No	Can be included in certain benefits, subject to State filings.	
76	Coma Benefit	© Yes ○ No	© Yes ○ No	Can be included in certain benefits, subject to State filings.	
77	Common Carrier		⊚ Yes ⊜ No	Can be included in certain benefits, subject to State filings.	
78	Conversion to Individual Policy after Termination		G YesC No	Can be included in certain benefits, subject to State filings.	
79	Dependent Education Benefit			Can be included in certain benefits, subject to State filings.	
80	Disappearance	© Yes ○ No	© Yes ○ No	Can be included in certain benefits, subject to State filings.	
81	Drug/Alcohol Limitation	© Yes ○ No	© Yes ○ No	Can be included in certain benefits, subject to State filings.	
82	Felonious Assault	© Yes ○ No	© Yes ○ No	Can be included in certain benefits, subject to State filings.	
83	Employees can elect spouse and child life without having any employee voluntary life election	C Yes No	C Yes No	Not a contractual allowance.	
84	No salary tie on the employee voluntary life election	© Yes ○ No	∩ Yes ເ No	Incremental benefits are available on voluntary life.	

Table 11D: Depth and Breadth of Offered Products

Indicate below whether or not each contract provision or enhancement is available as part of the coverages included in your proposal. For each applicable contract provision or enhancement identify the attached line(s) of coverage. For any contract provision or enhancement that is not available as part of the coverages included in your proposal, respond "N/A" or "not applicable" in the attached lines of coverage column.

Line Item	Provision/Enhancement	Included *	Extra Cost *	Line of Coverage benefit is attached to and/or details of program offering, price, enhancements *	
85	Funeral Assistance	© Yes ○ No	⊚ Yes ○ No	Can be included in certain benefits, subject to State filings.	
86	Grief Healing Services	© Yes	© Yes ○ No	Can be included in certain benefits, subject to State filings. Grief Counseling services is included with our Basic Life plan subject to state approval	
87	Helmet Benefit	C Yes No	∩ Yes ⊚ No	N/A	
88	Hemiplegia	C Yes No	○ Yes ○ No	Standardly included with AD&D	
89	Layoff/Leave of Absence Coverage	€ Yes ○ No	F YesC No	Can be included in certain benefits, subject to State filings.	
90	Legal Services	€ Yes ○ No		Legal Plans are being offered in our portfoilo of products as it's own line of coverage, not as a plan feature or provision.	
91	Disability Continuation	C Yes € No	∩ Yes No	N/A	
92	Loss of one limb	F Yes○ No	∩ Yes	Standardly included with AD&D	
93	Loss of Sight (One Eye)	e Yesc No	∩ Yes No	Standardly included with AD&D	
94	Loss of speech	YesNo	∩ Yes No	Standardly included with AD&D	
95	Loss of hearing	© Yes ○ No	C Yes	Standardly included with AD&D	
96	Mental/Nervous Limitation	€ Yes ○ No	C Yes	Standardly included with AD&D	
97	Online Reporting	© Yes ○ No	⊚ Yes ⊜ No	See Documents Attached	

Table 11E: Depth and Breadth of Offered Products

Indicate below whether or not each contract provision or enhancement is available as part of the coverages included in your proposal. For each applicable contract provision or enhancement identify the attached line(s) of coverage. For any contract provision or enhancement that is not available as part of the coverages included in your proposal, respond "N/A" or "not applicable" in the attached lines of coverage column.

Line Item	Provision/Enhancement	Included *	Extra Cost *	Line of Coverage benefit is attached to and/or details of program offering, price, enhancements *	
98	Paraplegia	Fes○ No	∩ Yes No	Standardly included with AD&D	
99	Pension Contribution Benefit	C Yes	∩ Yes No	See Documents Attached	
100	Portability	F Yes○ No	© Yes ○ No	Can be included in certain benefits, subject to State filings.	
101	Quadriplegia	YesNo	∩ Yes • No	Standardly included with AD&D	
102	Rehabilitation Services		∩ Yes No	Can be included in certain benefits, subject to State filings.	
103	Relocation Expense Benefit	C Yes	∩ Yes • No	N/A	
104	Return to Work Incentive		∩ Yes No	Can be included in certain benefits, subject to State filings.	
105	Seat Belt/Air Bag Benefit		C Yes	Can be included in certain benefits, subject to State filings.	
106	Survivor Benefit		∩ Yes ெ No	Can be included in certain benefits, subject to State filings.	
107	Travel Assistance	© Yes ○ No	C Yes	Can be included in certain benefits, subject to State filings.	
108	Will Preparation	Fes○ No	C Yes	Can be included in certain benefits, subject to State filings.	

Table 11F: Depth and Breadth of Offered Products - Law Enforcement/Public Safety

Indicate below whether or not each contract provision or enhancement is available as part of the coverages included in your proposal. For each applicable contract provision or enhancement identify the attached line(s) of coverage. For any contract provision or enhancement that is not available as part of the coverages included in your proposal, respond "N/A" or "not applicable" in the attached lines of coverage column.

Line Item	Provision/Enhancement	Included *	Coverage Offered to Paid Employees?	Coverage Offered to Volunteer Employees?	Coverage Offered for On the Job Coverage?	Coverage Offered for Off the Job Coverage?	Details of program offering, price, enhancements
109	Accident Medical Expense	C Yes ♠ No	○ Yes No	○ Yes ⓒ No	C Yes♠ No	C Yes€ No	Not a standard MetLife provision. Our intent is to match current contracts and provisions, subject to MetLife filings.
110	Accidental Death and Dismemberment	© Yes ⊘ No	YesNo	YesNo	G YesC No	YesNo	
111	Bereavement	○ Yes ⓒ No	C Yes ♠ No	C Yes♠ No	C Yes No	C Yes No	Not a standard MetLife provision. Our intent is to match current contracts and provisions, subject to MetLife state fillings.
112	Bulletproof Vest	C Yes No	C Yes No	C Yes	C Yes No	C Yes No	Not a standard MetLife provision. Our intent is to match current contracts and provisions, subject to MetLife state filings.
113	Bomb Scare	∩ Yes	∩ Yes No	∩ Yes No	C Yes ⊚ No	∩ Yes • No	Not a standard MetLife provision. Our intent is to match current contracts and provisions, subject to MetLife state filings.
114	Burial & Cremation	© Yes	€ Yes € No	© Yes	© Yes © No	© Yes © No	Funeral Assistance is included in our Life value adds, pending State approvals.
115	Felonious Assault & Violent Crime	○ Yes No	C Yes € No	C Yes	C Yes ● No	C Yes € No	Not a standard MetLife provision. Our intent is to match current contracts and provisions, subject to MetLife state filings.
116	Child Care Benefit	G YesC No	© Yes ○ No	© Yes	YesNo	© Yes C No	Can be included subject to State guidelines.
117	Child Survivor Benefit		© Yes ⊜ No	© Yes	G YesC No	© Yes ○ No	Can be included subject to State guidelines.
118	College Education	G YesC No	© Yes © No	© Yes	 Yes No	© Yes © No	Can be included in our AD&D offering subject to state guidelines.
119	Home Alteration/Vehicle Modification	© Yes ○ No	© Yes ○ No	YesNo	© Yes ○ No	© Yes C No	Modifications can be considered in our Disability offering in regards to the work place, subject to State guidelines.
120	Owned/Leased Aircraft	○ Yes No	C Yes ⓒ No	○ Yes ⓒ No	○ Yes No	C Yes ⓒ No	Not a standard MetLife provision. Our intent is to match current contracts and provisions, subject to MetLife filings.
121	Pilot	∩ Yes	C Yes	∩ Yes No	∩ Yes	C Yes € No	Not a standard MetLife provision. Our intent is to match current contracts and provisions, subject to MetLife filings.
122	Coma	G YesC No	F YesC No	YesNo	YesNo	F YesC No	Can be included subject to State guidelines.
123	Bum	F YesC No	YesNo	YesNo	YesNo	YesNo	Can be included subject to State guidelines.
124	COBRA	C Yes ⓒ No	C Yes ⓒ No	C Yes ♠ No	C Yes ⓒ No	C Yes ⓒ No	We do not administer COBRA
125	HIV	G YesC No	⊚ Yes ⊜ No	€ Yes○ No	© Yes ○ No	© Yes ○ No	HIV is not an excluded benefit. More information needed for custom contract language, subject to State guidelines.
126	Hepatitis	© Yes	© Yes	€ Yes € No	© Yes ○ No	€ Yes ○ No	Hepatitis is not an excluded benefit. More information needed for custom contract language, subject to State guidelines.
127	Medical	C Yes	C Yes	∩ Yes ⊙ No	C Yes ♠ No	C Yes ♠ No	More information required.
128	Evacuation/Repatriation	© Yes ○ No	€ Yes € No	© Yes	© Yes ○ No	© Yes	Can be included in certain benefits, subject to State guidelines and subject to customer size.
129	Rehabilitation	© Yes ○ No	© Yes ○ No	© Yes ○ No	© Yes ○ No	© Yes ○ No	Can be included in certain benefits, subject to State guidelines and subject to customer size.

Table 11G: Depth and Breadth of Offered Products - Municipal Workers/Special Districts

Indicate below whether or not each contract provision or enhancement is available as part of the coverages included in your proposal. For each applicable contract provision or enhancement identify the attached line(s) of coverage. For any contract provision or enhancement that is not available as part of the coverages included in your proposal, respond "N/A" or "not applicable" in the attached lines of coverage column.

Line Item	Provision/Enhancement	Included *	Coverage Offered to Paid Employees?	Coverage Offered to Volunteer Employees?	for On the Job	Coverage Offered for Off the Job Coverage?	Details of program offering, price, enhancements
130	Accident Medical Expense	C Yes ♠ No	∩ Yes	○ Yes ⓒ No	∩ Yes No	○ Yes ⓒ No	Not a standard MetLife provision. More information required to understand this need.
131	Accidental Death and Dismemberment	G YesC No	G YesC No	YesNo	YesNo	YesNo	Can be included in certain lines, subject to State filings.
132	COBRA	○ Yes ○ No	∩ Yes ℴ No	∩ Yes No	C Yes ⓒ No	○ Yes No	We do not administer COBRA
133	Coma	G YesC No	G YesC No	G YesC No	© Yes C No	F YesC No	Can be included in certain lines, subject to State filings.
134	Home Alteration/Vehicle Modification	Fes○ No	G YesC No	YesNo	F YesC No	F YesC No	Can be included in certain lines, subject to State filings.
135	Medical Evacuation/Repatriation	F Yes○ No	G YesC No	YesNo	 Yes No	F YesC No	Can be included in certain lines, subject to State filings.
136	Rehabilitation	F Yes○ No	G YesC No	YesNo		F YesC No	Can be included in certain lines, subject to State filings.
137	Child Care Center Benefit	F Yes○ No	G YesC No	YesNo	 Yes No	F YesC No	Can be included in certain lines, subject to State filings.
138	Child Survivor Benefit	FesNo	6 Yes○ No	YesNo		YesNo	Can be included in certain lines, subject to State filings.
139	College Education Benefit	G Yes C No		YesNo	YesNo	© Yes ○ No	Can be included in certain lines, subject to State filings and customer size.

Table 11H: Depth and Breadth of Offered Products - Schools (Employees and Volunteers)

Indicate below whether or not each contract provision or enhancement is available as part of the coverages included in your proposal. For each applicable contract provision or enhancement identify the attached line(s) of coverage. For any contract provision or enhancement that is not available as part of the coverages included in your proposal, respond "N/A" or "not applicable" in the attached lines of coverage column.

Line Item	Provision/Enhancement	Included *	Coverage Offered to Paid Employees?	Coverage Offered to Volunteer Employees?	Coverage Offered for On the Job Coverage?	Coverage Offered for Off the Job Coverage?	Details of program offering, price, enhancements
140	Accident Medical Expense			∩ Yes No	∩ Yes No	∩ Yes ⊚ No	Not a standard MetLife provision. Our intent is to match current contracts and provisions, subject to MetLife filings.
141	Accidental Death and Dismemberment	YesNo	YesNo	€ YesC No	F YesC No	✓ Yes✓ No	Can be included, subject to State filings.
142	Crisis Death	C Yes ♠ No		○ Yes ⓒ No	C Yes ⓒ No	C Yes	Need additional information around this request.
143	Bereavement and Trauma	C Yes ♠ No	C Yes	○ Yes ○ No	C Yes ⓒ No	C Yes ⓒ No	Not a standard MetLife provision. Our intent is to match current contracts and provisions, subject to MetLife filings.
144	Bomb Scare		C Yes ♠ No	∩ Yes ெ No	C Yes ⓒ No	C Yes ⓒ No	Not a standard MetLife provision.
145	Catastrophic Benefit	G YesC No	C YesC No	Yes No No	G YesC No	© Yes ○ No	Can be included, subject to State filings and customer size. Not a standard MetLife provision. More information needed.
146	COBRA	C Yes No	C Yes ⊙ No	∩ Yes ெ No	C Yes ⓒ No	C Yes ⓒ No	We do not administer COBRA
147	Coma	© Yes	© Yes	YesNo	© Yes © No	© Yes © No	Can be included in certain benefits, subject to State filings.
148	Home Alteration/Vehicle Modification		G YesC No	© Yes C No	© Yes ○ No	© Yes ○ No	Can be included in certain benefits, subject to State filings. Standard provision with LTD covers worksite modification, not home modification.
149	Medical Evacuation/Repatriation	© Yes	© Yes	© Yes ○ No	© Yes C No	© Yes ○ No	Can be included in certain benefits, subject to State filings.
150	Rehabilitation	G YesC No	G YesC No	© Yes ○ No	© Yes C No	© Yes ○ No	Can be included in certain benefits, subject to State filings.
151	Child Care Benefit	© Yes	© Yes	YesNo	© Yes ○ No	© Yes ○ No	Can be included in certain benefits, subject to State filings.
152	College Education Benefit	 Yes No	G YesC No	Yes No	© Yes ○ No	© Yes ○ No	Can be included in certain benefits, subject to State filings and customer size.
153	Child Survivor Benefit	© Yes	© Yes	€ Yes○ No	YesNo	© Yes ○ No	Can be included in certain benefits, subject to State filings.
154	Coverage to/from activity or event	© Yes	G YesC No	Yes No	G YesC No	© Yes ○ No	Not an excluded benefit.
155	Overnight stays related to the activity	FesNo	6 YesC No	© Yes ○ No	F YesC No	F YesC No	Can be included in certain benefits, subject to State filings.

Table 11I: Depth and Breadth of Offered Products - Emergency Services (Fire, Police, EMS, etc.)

Indicate below whether or not each contract provision or enhancement is available as part of the coverages included in your proposal. For each applicable contract provision or enhancement identify the attached line(s) of coverage. For any contract provision or enhancement that is not available as part of the coverages included in your proposal, respond "N/A" or "not applicable" in the attached lines of coverage column.

Line Item	Provision	Enhancement	Included *	Coverage Offered to Paid Employees?	Coverage Offered to Volunteer Employees?	Coverage Offered for On the Job Coverage?	Coverage Offered for Off the Job Coverage?	Details of program offering, price, enhancements
156	Permanent Impairment for heart		⊚ Yes ⊜ No	© Yes ○ No	ດ Yes ດ No	G YesC No	⊚ Yes ⊜ No	All impairments are evaluated during the claims process.
157		No age reduction or benefit reduction due to age	€ Yes C No	© Yes	€ Yes ○ No	© Yes ○ No	© Yes	MetLife's standard Supplemental Life policy does not include age reductions. Intent is to match current contracts subject to MetLife and State filings. Options may exist to remove age reduction from Basic Life.
158		No qualification periods	F YesC No	F YesC No		Fes○ No		Intent is to match current contracts subject to MetLife and State filings.
159	Permanent Impairment for Illness		YesNo	© Yes	YesNo	 Yes No	F YesC No	All impairments are evaluated during the claims process.
160		No qualification periods		© Yes ○ No	© Yes ○ No	 Yes No	© Yes ○ No	Intent is to match current contracts subject to MetLife and State filings.
161		Pay based on impairment rating regardless of ability to work (e.g. not tied to disability)	C Yes ♠ No	C Yes No	○ Yes ○ No	○ Yes	C Yes • No	More information needed. Intent is to match current contracts subject to MetLife and State filings.
162	Family Expense Benefit			⊚ Yes ⊝ No	ົ Yes ດ No	 Yes○ No	⊚ Yes ⊜ No	May be included in certain lines, subject to State filings.
163		Reimbursement without daily maximum	C Yes	C Yes No	C Yes No	C Yes No	C Yes	Maximums typically exist on all lines of coverage. Maximums can be increased over our standard offering.
164		Including loss of income	∩ Yes No	C Yes ⓒ No	C Yes No	C Yes No	∩ Yes	Family income benefit is a set flat amount. Loss of income may be included in evaluation of benefits, subject to our claims and contracts, underwriting and State filings.
165	Disability		YesNo	YesNo	YesNo	• Yes • No	YesNo	See Documents Attached
166		Lifetime benefit available for total disability due to Injury for volunteers/part-time employees; up to a 5-year benefit period for full-time employees	∩ Yes ⓒ No	C Yes No	∩ Yes ⓒ No	∩ Yes © No	∩ Yes ⓒ No	Not a standard offering. More information required. Intent is to match current contracts subject to State and MetLife filings.
167		Lifetime benefit available for total disability due to Injury for volunteers/part-time employees; up to a 5-year benefit period for full-time employees	C Yes € No	C Yes	∩ Yes ເ No	○ Yes ⓒ No	C Yes ⓒ No	Not a standard offering. More information required. Intent is to match current contracts subject to State and MetLife filings.
168		Benefit up to Age 67 or 5 years, whichever is greater, for total disability due to Illness for volunteers/part-time employees; up to a 5-year benefit period?	C Yes ⓒ No	€ Yes ○ No	© Yes	© Yes ○ No	© Yes	Not a standard offering. More information required. Intent is to match current contracts subject to State and MetLife filings.
169		Partial disability from injury or illness pays up to 100% limit of total disability benefit amount and up to Age 67 or 5 years, whichever is greater, for volunteers/part-time employees.	C Yes	€ Yes	← Yes	C Yes	€ Yes	Return to Work earnings allows an insured to collect up to 100% of pre-disability earnings. Intent is to match current contracts subject to State and MetLife filings.
	First Responder Assistance Program (FRAP)		C Yes € No	C Yes ● No	∩ Yes • No	∩ Yes	∩ Yes • No	Intent is to match current contracts subject to State and MetLife filings.
171		Not just for PTSD, all needs whether personal or vocational in nature	C Yes € No	C Yes	○ Yes ○ No	C Yes	○ Yes ○ No	See Documents Attached
172		Available to family members living in member's/employee's residence	C Yes ⓒ No	C Yes	○ Yes ○ No	○ Yes ○ No	∩ Yes ∩ No	See Documents Attached
173		Included with our A&H offering	∩ Yes ∩ No	C Yes	○ Yes ○ No	C Yes C No	∩ Yes ∩ No	See Documents Attached
174	24-Hour AD&D Policy		YesNo	∩ Yes ∩ No	∩ Yes ∩ No	C Yes C No	∩ Yes ∩ No	See Documents Attached
175		FRAP can be included as well	∩ Yes	C Yes	∩ Yes ∩ No	C Yes	∩ Yes ∩ No	See Documents Attached
176		Option to include an additional Line of Duty Injury Death Benefit	∩ Yes ⊙ No	∩ Yes ∩ No	∩ Yes ∩ No	C Yes C No	∩ Yes ∩ No	See Documents Attached

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
177	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	See Documents Attached

Table 13: Audit and Administrative Fee

Line Item Question Response * Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all 178 We are governed by numerous compliance monitoring procedures that include, but are not limited to: Periodic security reviews to assess the adequacy of controls and procedures, sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report noluding SSAE 18s, for certain business areas and IT; A variety of financial and IT audit reviews across the operation each year quarterly sales to Sourcewell as described in the Contract template. conducted by our internal audit department; Compliance with applicable regulatory requirements such as HIPAA, Sarbanes-Oxley and the Gramm-Leach Bliley Act; Regulation by 50 State Insurance Commissioners. In relation to billing remittance, upon plan implementation, you will be able to choose from two billing options: Self-Bill - You maintain individual employee records and calculate the monthly premium amount based upon your census, volume or covered payroll; List Bill - We provide you with a monthly bill that breaks out each participant's line of coverage and corresponding premium amounts. • At the end of each plan year, we generate financial reports and perform a year-end reconciliation. Any required adjustments are made as soon as possible following the end of the plan year. You have the option to use either email billing or our employer website. Lastly, we conduct stewardship meetings to benchmark plan performance and solutions for your industry. Account Executive, Mark Wheeler, and members of your Client Services Team will meet with you regularly to review results, discuss trends and make recommendations based on your specific plan data and performance. Stewardship meetings are typically conducted on an annual or semiannual basis. However, we will work with you to develop a schedule that meets your needs. MetLife Legal Plans We are audited annually by our parent company, MetLife. The MetLife Management Team also performs a series of operational and systems audits each year. We have a staff dedicated exclusively to the management of plan attorneys. The staff is supervised by our General Counsel and Assistant General Counsel and is responsible for the continual evaluation of the entire network's performance. The staff "keeps score," meaning that a pattern of complaints about a plan attorney will result in a hold on referrals until the problem is resolved (or the attorney is removed from our panel). We monitor and tabulate complaints on a monthly basis. The percentage of complaints to referrals is less than 1%. Should a problem occur, we take immediate action to resolve it. If the participant wants another attorney or we sense the issue will not be resolved quickly, we make a referral to another attorney. We generally resolve all issues to the participant's satisfaction in 48 hours or less. We have established an attorney advisory panel to recommend new quality control procedures and discuss industry issues. We conduct surveys to measure participant satisfaction and prepare annual usage reports to document annual usage rates and individual case type usage. We also conduct surveys to measure plan attorney satisfaction with their participation in our network and we egularly visit participating law firms. Our Client Service Center serves as a resource for employees and provides an immediate feedback loop to monitor satisfaction with our services and our plan

attorneys. Participants are always encouraged to call back if they encounter any problems. Client service representatives are trained to handle all questions and

concerns thoroughly and immediately

179	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We have always viewed the delivery of high-quality customer service as a key element in our partnership with our customers. Our Voice of the Customer Satisfaction Survey program ensures that we solicit input from our customers and their employees and implement changes to improve the process when and where necessary. Research firm, Radius-Global, conducts annual Client Services and Implementation surveys on our behalf for our group insurance customers. The surveys are conducted to measure customer satisfaction with various aspects of our service and to evaluate the overall relationship between customers and their Client Services Team and to help assess our performance during the implementation process within 60 days of the effective date. We also survey employees/participants. This survey gauges employees/participants perception of the level of service that we provided.
		Additionally, our call center supervisors may also monitor calls for quality, efficiency and consistency.
		The results are captured in our reporting system and are available for immediate review by the representative. Feedback is reinforced in monthly coaching sessions with each representative.
		MetLife Legal Plans Our Client Service Center's service-level objectives are: • 80% of calls answered within average of 20 seconds • Percentage of calls abandoned: less than 3%
		We survey participants and group sponsors regularly. The best measurement of a plan's success is annual retention and enrollment growth. In 2022, our average retention for individual participants was 85% indicating strong participation satisfaction with the Legal Plans. The average annual retention rate for group sponsors was 99%.
		In addition to the day-to-day monitoring of the attorney network, we recredential each firm annually to verify that their malpractice insurance remains in force and to update information regarding the firm. During the annual malpractice verification process (occurring on a rolling monthly basis) a random sampling of attorneys is selected for an intensive review of their license, malpractice, and disciplinary history. Any disqualifying reports lead to removal from the network.
		We would be happy to discuss reporting requirements during your implementation. We are flexible.
180	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. Sourcewell does not solicit insurance products and services on behalf of awarded suppliers. The solicitation, placement and servicing of insurance remains the role of awarded suppliers and their distribution channels. Therefore, the proposed administration fee shall not be considered commissions and should not be paid to Sourcewell as commissions. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	MetLife will agree to allocate an amount equal to 2% of monthly premiums received for distribution to Sourcewell.

Table 14: Exceptions to Terms, Conditions, or Specifications Form

Line Item 181. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the Exceptions to Terms, Conditions, or Specifications Form immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		Please see our Deviations to the RFP document, included under the Documents section, for an all- encompassing list of deviations identified throughout this request for proposal.

Documents

Ensure your submission document(s) conforms to the following:

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing Financial Bid and Executive Summary MetLife Sourcewell.zip Monday May 15, 2023 19:02:18

- Financial Strength and Stability Financial Strength zip Monday May 15, 2023 16:07:49
 Marketing Plan/Samples Marketing Plan and Samples.zip Monday May 15, 2023 16:04:38
 WMBE/MBE/SBE or Related Certificates Not Applicable.docx Monday May 15, 2023 16:34:55
- Warranty Information Not Applicable.docx Monday May 15, 2023 16:35:10
- Standard Transaction Document Samples Standard Transaction Document Samples.zip Monday May 15, 2023 16:07:19
 Upload Additional Document Additional Information.zip Monday May 15, 2023 16:09:39

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
 - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
 - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
 - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

■ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Marquis Smallwood, Vice President, Metropolitan Life Insurance Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

€ Yes € No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Group_Employee_Benefits_RFP_051623 Mon May 1 2023 07:57 AM	₩	2
Addendum_3_Group_Employee_Benefits_RFP_051623 Thu April 27 2023 08:10 AM	₩	1
Addendum_2_Group_Employee_Benefits_RFP_051623 Thu April 6 2023 12:12 PM	₩	1
Addendum_1_Group_Employee_Benefits_RFP_051623 Thu March 30 2023 03:46 PM	⋉	1