

## **EXHIBIT B**

In accordance with the Agreement between TSA and School Board of Clay County the following information and services will be provided by the Board to TSA;

1. All available data necessary to complete the services provided by TSA as outlined in Exhibit A. Such data shall include, yet not be limited to, Board policies and procedures regarding all qualified plans offered by the Board, participating vendor information, employee data pertinent to MAC calculations to the extent possible for current and prior years service, and all additional information deemed necessary to complete the scope of work as defined by the Agreement. Data required for MAC calculations shall be supplied electronically by the Board in a format mutually agreed upon by both parties to the Agreement.
2. Distribution of all employee and worksite materials on a timely basis. Materials to be distributed shall include, yet not be limited to, requests for additional employee information pertinent to the scope of this Agreement, employee MAC calculations including the retrieval of delivery receipts, employee handbooks and worksite videos.
3. All other appropriate, commonly accepted, efforts necessary to develop and maintain compliance with existing or amended Internal Revenue Codes regarding the retirement plans offered by the Board.
4. The Board shall require all providers of investment products and services to the retirement plans to cooperate with TSA by providing any information needed to complete the terms of this Agreement.
5. The Board shall instruct staff to cooperate fully with TSA regarding the compliance review and in obtaining all necessary information for TSA to complete the duties described in this Agreement. The Board realizes that any delay in providing data and information to TSA may impede completion of services as described in this Agreement.

**FISCAL NON-APPROPRIATIONS CLAUSE:** In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and the bid shall terminate on the last day of the current fiscal period without penalty or expense to the SBCC.

**ACCESS TO RECORDS:** (34 CFR 80.36 (i)(10)): All vendors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which is directly pertinent to this specific bid for the purpose of making audit, examination, excerpts and transcriptions.

**RECORDS RETENTION:** (34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this bid for three (3) years after the SBCC makes final payments and all other pending matters are closed.

**SUSPENSION AND DEBARMENT:** In accordance with the United States Office of Management and Budget (OMB) Circular A-133 regarding procurements contracts equal to or exceeding \$25,000 vendors, contractors and subcontractors certify they are not listed on the Excluded Parties Listing System (EPLS) issued by the General Services Administration (GSA).

**CANCELLATION/TERMINATION:** In the event, the awardee bidder violates any of the provisions of this bid or fails to perform their obligation under this contract in a manner satisfactory to the Board as per specifications, the Director of Purchasing shall give written notice to the vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation shall be made to the Board for immediate cancellation. Failure of the vendor shall give the Board the right to cancel this contract, but waivers of this right, in any instance, shall not prevent the subsequent exercise of this right by the Board or prejudice its claim for damages resulting from such default, violations, breach of contract or other failures whether or not an expressed written agreement exists for the provision of such goods and/or service (Title 32, Section (80.36(i)(1))). Upon cancellation, hereunder the Board may pursue any and all legal remedies as provided herein and pursuant to the contract and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time for cause, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for cause or convenience as provided herein, the Board shall be relieved of all obligations under said contract. The Board shall only be required to pay to the award bidder that amount of the contract actually performed to the date of termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the vendor. The Board may cancel the contract upon ninety (90) days written notice for reasons other than cause.

## EXHIBIT C

**BASIS OF REMUNERATION: Annual compensation for services provided by TSACG subject to the Agreement shall be invoiced on a per employee basis including an initial setup fee in the first year.**

Standard Fees for all services listed in the **Compliance Edge® Program**:

1. Comprehensive Program - **The Compliance Edge®** (including transition plan)  
**Total Cost of basic services** (based on estimate of 1,000 employees)
  - A. Set-up Fee – **Waived by TSA Consulting Group, Inc.**  
\$ .00 set up fee
  - B. Annual maintenance fee based on number of employee per year for specified scope of services and including maintaining employee data, contribution audit and calculation of MAC, new updated employee handbooks, worksite video updates, employer & vendor evaluations updates, and review and updates to employer sponsored retirement plans.  
  
Fiscal Year through 6/30/2008 \$ 4.94 per employee  
Fiscal Year through 6/30/2009 \$ 5.09 per employee  
Fiscal Year through 6/30/2010 \$ 5.24 per employee  
Fiscal Year through 6/30/2011 \$ 5.40 per employee.  
Fiscal Year through 6/30/2012 \$5.52 per employee
2. Administrative Services as per Exhibit 'B' Section 8.
  - A. Set-up Fee: Initial (one-time) Implementation/setup fee:  
\$ .00 fee **Waived by TSA Consulting Group, Inc.**
  - B. Annual maintenance fee based on number of employees per year for administration of CCDSB 403(b) and 457(b) Retirement Plans:  
  
Fiscal Year through 6/30/2009 \$ 1.53 per employee  
Fiscal Year through 6/30/2010 \$ 1.58 per employee  
Fiscal Year through 6/30/2011 \$ 1.62 per employee.  
Fiscal Year through 6/30/2012 \$1.67 per employee

**The rates quoted above include a 3% increase each year. Rates are based upon all eligible employees.**

**All services shall be billed monthly beginning March 21, 2008 at the equivalent rates shown above for each contract year and based upon the total employee count as of January 1 of the calendar year in which services are provided.**

**Fees described above are based on total number of employees for this employer. Rates for larger or smaller groups may vary according to current published rate schedules established by TSACG.**