



Lee's Summit R-VII School District
Purchasing and Distribution Services
702 SE 291 Highway
Lee's Summit, MO 64063
816-986-2190
Email: christa.battaglia@lsr7.net

REQUEST FOR PROPOSALS #2017-28

The Lee's Summit R-VII School District will accept separate sealed proposals from qualified persons or firms interested in submitting a response for the following RFP:

**SECTION 125 PLAN ADMINISTRATION (HEALTH CARE, DEPENDENT CARE,
PREMIUM PRE-TAX, LIMITED) AND HEALTH REIMBURSEMENT ARRANGEMENT
SERVICES**

ACCORDANCE WITH THE ATTACHED SPECIFICATIONS

PROPOSALS MUST BE RECEIVED BY 3:00 PM (CST) ON FRIDAY, JULY 14, 2017

The cutoff date for any written questions for this RFP is Wednesday, June 14, 2017 at 12:00 PM (CST).

**Please mark your sealed envelope "RFP #2017-28 SECTION 125 PLAN ADMINISTRATION"
and return four (4) copies of your proposal to the following address:**

Lee's Summit R-VII School District
Purchasing & Distribution Services
Attention: Christa Battaglia, Purchasing Supervisor
702 SE 291 Highway
Lee's Summit, MO 64063

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply services in accordance with all terms, conditions, and pricing specified herein or to offer a "no response." Please type or print the information below. **The Respondent is REQUIRED to complete, sign and return this form with your submitted response for this RFP.**

_____		_____	
Company Name		Authorized Person (Print)	
_____		_____	
Address		Signature	
_____		_____	
City/State/Zip		Title	
_____	_____	_____	_____
Telephone #	Fax #	Date	Tax ID #
_____		_____	
E-mail		Entity Type (Corporation, LLC, Sole Proprietor, Partnership)	

If submitting a "no proposal" please provide a brief explanation for the reason why and return this page:

Respondent's Initials _____

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Legal Notice
REQUEST FOR PROPOSAL FOR RFP No. 2017-28
SECTION 125 PLAN ADMINISTRATION (HEALTH CARE, DEPENDENT CARE,
PREMIUM PRE-TAX, LIMITED) AND HEALTH REIMBURSEMENT ARRANGEMENT
SERVICES

The Lee’s Summit R-7 School District is accepting RFPs for providing plan administration services for its Section 125 and Health Reimbursement Arrangement plans. Specifications, terms, and conditions are specified in the RFP packet. The RFP and required specifications can be found on the District’s website at <http://pds.lsr7.org/bidsrfp/> . Sealed RFP Submittals must be returned to the Purchasing Supervisor, at 702 SE 291 Highway, Lee’s Summit, MO 64063 on or before 3:00 PM on July 14, 2017. The Lee’s Summit R-7 School District reserves the right to reject any and all proposals, to waive technical defects in the proposals, and to select the proposal deemed most advantageous to the District.

SCOPE: The District is seeking Section 125 and health reimbursement arrangement plan administration services for eligible employees, their dependents, retirees, their dependents and former enrollees who are continuing coverage under COBRA. "Value added" services that assist the District in measuring the quality and cost of care provided to participants, plan analysis and other administrative services are expected to be included in the pricing. The District has approximately 2,700 full time employees, and approximately 300 retirees who are eligible to participate in its group programs. Historically, less than one percent of retirees participated in the Section 125 plan after retirement.

Current census data is as follows: Health Reimbursement Arrangement: 222 participants with an annual contribution by the District of approximately \$386,300; Medical FSA: 177 participants with an annual election of approximately \$184,700; Dependent Care FSA: 94 participants with an annual election of approximately \$373,200 and Limited FSA: 32 participants with an annual election of approximately \$38,000.

The contract will have an annual termination clause with an annual renewal option, at the District's discretion for a period of up to two (2) additional one (1) year periods, not to exceed a total of three (3) years for the entire contract period. Services will begin on January 1, 2018.

1.0 SPECIFIC INSTRUCTIONS FOR RFP SUBMITTAL:

- 1.1 Direct all questions regarding this proposal to the Purchasing Supervisor listed on page 1. The District reserves the right to reject any and all proposals, to waive technical defects in the proposal, and to select the proposal(s) deemed most advantageous to the District.
- 1.2 Proposals submitted on separate forms are NOT acceptable unless specified in the document. Failure to complete forms to the satisfaction of the District may result in the rejection of your proposal.
- 1.3 It is the responsibility of each respondent before submitting a proposal to examine the documents thoroughly and request written interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the proposal documents. Requests for clarification must be received in writing, no later than Wednesday, June 14, 2017 at 12:00 PM Noon (CST).
- 1.4 Changes to the specifications will not be allowed except by written addendum issued by the District. Oral explanations or instructions given prior to award will not be binding.
- 1.5 Respondent shall limit responses to specific criteria.
- 1.6 There will be no public opening of the proposals.
- 1.7 Acceptance of this proposal or any part thereof, in writing, within ninety (90) days after the closing date, by the District shall constitute a legal and binding agreement; wherein, the vendor shall furnish the services in accordance with the specifications and offeror's proposal on the written order of the District.
- 1.8 Respondents shall initial all pages where the proposal document denotes "RESPONDENT'S INITIALS: _____".
- 1.9 The District reserves the right to award this contract in its entirety or to split the contract among vendors, whichever is in the best interest of the District.

2.0 SPECIFIC REQUIREMENTS OF RFP:

2.1 Renewal Option:

- 2.1.1 The district reserves the right to negotiate this contract for two (2) additional one-year

renewal periods.

- 2.1.2 If the selected service provider requests an increase in compensation for any renewal period, the service provider shall notify the District no less than thirty (30) days prior to the end of the contract period and shall provide evidence to the satisfaction of the District of increased costs incurred by the service provider for any element of the RFP for which an increase is requested.
- 2.1.3 The District shall notify the service provider in writing of the intent to exercise the renewal option. However, failure to notify the vendor does not waive the District's right to exercise the renewal option.
- 2.2 **Evaluation:** This contract may or may not be awarded to more than one service provider based on all relevant considerations including, but not necessarily limited to: experience and qualifications, experience providing similar services, services available, reporting capabilities, technology-related capability, customer service experience, financial stability, ability to perform services required and any other evaluative aspect which may impact this contract. The successful provider's first and major concern shall be compliance with applicable requirements, administration of the various plans and customer service to District staff. An example of the evaluation score sheet is attached to this RFP for your reference.
- 2.3 **Work Authorization Affidavit:** As a condition for the award of any contract in excess of five thousand dollars (\$5,000), the vendor or business entity, as defined in § 285.530, RSMo, shall, by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the vendor's business license, termination of the contract, and debarment from work for a period of three years or permanently, and withholding 25% of the total amount due the contractor.

3.0 SERVICES

- 3.1 **Nature of Services:** The services required include, but are not limited to administration of the District's Section 125 Plan services for employee health expenses, dependent care expenses, limited dental/vision expenses and health reimbursement arrangement. Additional details will be obtained from the information provided in Forms 5 and 6.
- 3.2 **Independent Vendor:** The relationship of the service provider to the District shall be that of an independent vendor. Neither the service provider nor any of its employees shall be held or deemed in any way to be an agent, employee or official of the District.
- 3.3 **Assignment and Subcontracting:** The service provider shall not assign or subcontract the work, or any part thereof.

3.4 Termination:

- 3.4.1 The District, upon written notice, may terminate this contract, or any part thereof, as a result of the service provider’s failure to render to the satisfaction of the District, the material, work and/or services required of it, including progress of the work and such abandonment or termination shall not be deemed a breach by the District. The District shall be the sole determinant in all termination for cause issues. The service provider shall not be entitled, nor shall the District give any consideration to claims for this contract, or any part hereof, by the District for cause. Such termination may come about for the sole convenience of the District. Upon receipt of written notification from the District that this contract or any part hereof, is to be terminated, the service provider shall immediately cease operation of the work stipulated. The service provider and District’s evaluation shall be entitled to just and equitable payment in accordance with this contract for any uncompensated work satisfactorily performed prior to such notice.
- 3.4.2 If written notice of termination is provided due to issues unrelated to breach, or service issues previously reported in writing to Service Provider, Service Provider reserves the right to meet with the District to review terms and conditions of agreement, determine the nature of the issue(s) causing the written notice of termination, and attempt to resolve outstanding issues in an effort to continue the agreement. In the event that resolution of outstanding issues cannot be achieved within five (5) working days, the written notice of termination will remain in effect, and contract will be terminated at the completion of thirty (30) days.

4.0 SCHEDULE OF RFP PROCESS AND PROJECT COMPLETION

4.1 Timeline for RFP Process:

The timeline listed below is the District’s estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule; however, it is subject to change due to different circumstances.

Mail RFP Notification	May 25, 2017
Deadline for Questions	June 14, 2017 @ 12:00 PM
Receive Proposals	July 14, 2017 @ 3:00 PM
Meet to review	Week of July 24, 2017
Interviews (if needed)	Week of July 31, 2017
School Board	August 17, 2017
Notice to Proceed	August 18, 2017
Implementation Period	August – December, 2017
Services Begin to Participants	January 1, 2018

4.2 Timeline of New Policies:

The District desires contract to commence January 1, 2018.

SPECIFIC INSTRUCTIONS TO RESPONDENTS

1. MINIMUM QUALIFICATIONS

To be considered, a firm must have experience providing Section 125 and Health Reimbursement Arrangement plan administration services. The firm should be able to demonstrate successfully implemented and maintained similar services in at least three employers of comparable size and scope.

2. SELECTION PROCESS

The proposals will be evaluated by a District Selection Committee (DSC) comprised of selected District personnel. The overall process may consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the short list of respondents selected for interview, if applicable.

Step One: Evaluation of Proposals

Members of the DSC will review and rate each responsive proposal based on the following criteria:

- a. The firm's experience in providing similar services to employers of similar size during the past five (5) years.
- b. Key personnel assigned to the District's project, and their experience with similar projects.
- c. Applicable resources offering quality assurances/quality control procedures; as well as adequacy of team/resources to complete the services.
- d. Project approach including implementation schedule/plan, detailed approach to provide services requested, technology and other resources available to participants, identification of unique issues related to the services requested, and the process proposed for communications with District staff and Board of Education.
- e. Cost (up front submitted with proposal-see Form 6)

The Proposal Ranking Sheet for the evaluation of the proposals is included as Enclosure 1 to this section. The DSC may request additional submittals.

Step Two: Interviews

Members of the DSC may conduct interviews for the short list or respondents selected, if they feel that it is warranted.

Negotiation

Upon selection of the top rated company, the District will negotiate the specific terms of the contract including final over unit cost and delivery schedule.

3. RESPONDENT COST TO DEVELOP PROPOSAL

All costs for preparing and submitting proposals in response to this RFP are to be the responsibility of the respondent and will not be chargeable in any manner to the District.

4. INSTRUCTIONS FOR RESPONDING TO THIS RFP (Important)

Submit the correct number of signed copies of the proposal and bind them in 3-ring binders or plastic binding combs that can be easily removed. **DO NOT** use wire or metal binding. The proposal must be organized using the following format:

- a. Title-Signature Page
- b. Table of Contents for submittal (Enclosure III)
- c. Letter of Transmittal for Request for Proposal
- d. Addenda – (if applicable)
- e. Form No. 1 - Provider Profile –Lead Firm(s) – Joint Venture Partners
- f. Form No. 2 – Firm Personnel Profile
- g. Form No. 3 – Experience and References.
- h. Form No. 4 – Contract Terminated for Default
- i. Form No. 5 – Questionnaire for Section 125 (FSA) Services
- j. Form No. 6 – Questionnaire for Health Reimbursement Arrangement (HRA) Services
- k. Form No. 7 – Additional Questions for Plan Administration Services
- l. Form No. 8 – Summary/Cost

Proposals must be completed as instructed. A total of four (4) signed proposals must be submitted along with an equal number of each signed addenda (if applicable). **Proposals received that do not include all required documents and signatures may be considered non-responsive.**

5. CONFLICT OF INTEREST

The successful respondent shall not have conflicts of interest as to revenues derived from the results of tests or recommendations made on behalf of the firm.

LEE'S SUMMIT R-7 SCHOOL DISTRICT
PROPOSAL RANKING SHEET-ENCLOSURE 1

SCORING RANGES

	<u>40 Point Questions</u>	<u>20 Point Questions</u>
Outstanding	30 – 40	17 – 20
Exceeds Expectations	20 – 29	13 – 16
Satisfactory	10 – 19	9 – 12
Below Satisfaction	0 – 9	0 – 8

	Evaluation Criteria	Maximum Points	Score
1.	<p>Fees</p> <p>The District will review and evaluate any/all proposals for the cost to the District.</p>	20	_____
2.	<p>References & Experience</p> <p>The District will review and evaluate any/all proposals for the references and experience with similar sized employers as indicated in the document.</p> <ul style="list-style-type: none"> • Reliability of the firm, based on references given • Experience with other similar sized employers • Demonstrated expertise in the identified areas of the RFP 	40	_____
3.	<p>Applicable Resources</p> <p>The District will evaluate any/all proposals for the ability of the firm to provide the applicable resources needed to fulfill the District's needs.</p>	40	_____

Ranked By: _____

TOTAL POINTS
(100) _____

Respondent's Initials _____

PROPOSAL PAGE

Respondent must complete the following section in its entirety and sign and date where indicated. This agreement shall take effect upon the approval of the District.

The undersigned respondent hereby proposes to provide financial advisor/investment banker/underwriter services required by, and in conformity with the proposed agreement documents and specifications attached hereto and other documents referred to therein for and in consideration of qualifications as follows:

- A. **Acceptance of proposal by District:** The District shall have a minimum of ninety (90) calendar days from the date of the proposal opening to accept respondent's offer.

- B. **Response time/delivery:** As specified in requirements

- C. **District standard payment terms are Net 30 after receipt of invoice.**
Please state any discounts offered: _____

- D. **Submittals:** The following must be submitted with proposal
 - 1. **Forms 1 - 8**
 - 2. **Completed W9 and E-Verification Affidavit**
 - 3. **Return all parts of this complete document (respondents to keep copy of proposal submitted)**

FORM NO. 1: SERVICE PROVIDER PROFILE

1. Lead Firm (or Joint Venture) Name and Address:

1a. Firm / Provider is: National Regional Local

1b. Year Firm / Provider Established:

Years of Experience providing Section 125 and/or Health Reimbursement Arrangement plan administration services? _____

1c. Licensed to do business in the State of Missouri: Yes No

1d. Name, title, telephone number and email address of primary contact for questions regarding the RFP.

1e. Address of office to perform services, if different from Item No. 1d:

2. Overview of Firm History:

FORM NO. 2: FIRM PERSONNEL PROFILE

1. Name of account manager: _____

2. Experience and Credentials:

Years of Experience:

With this firm_____ other firms_____

a. Education: Degree(s) or Certification(s)/Year/Specialization:

b. Current Registration(s):

c. Other Experience & Qualifications relevant to the proposed services:

3. Other support personnel who would be assigned to the District's account/employees:

FORM NO. 3: EXPERIENCE/REFERENCES

Each Company must submit a minimum of five (5) references. Each reference must be presently using services similar to those requested in this RFP, include customers of similar size and scope. No reference may be an affiliate of the Company or the Company's officers, directors, shareholders or partners.

List as **primary** references any current contracts currently in force with employers of similar size; include contacts and telephone numbers for each reference. Use additional pages for additional contracts.

- 1) **Company Name:** _____
Business Address: _____
Name and Title of Contact: _____
Phone Number of Contact: _____
Contract Length: _____ **# of Participants**
(excluding dependents): _____

- 2) **Company Name:** _____
Business Address: _____
Name and Title of Contact: _____
Phone Number of Contact: _____
Contract Length: _____ **# of Participants**
(excluding dependents): _____

- 3) **Company Name:** _____
Business Address: _____
Name and Title of Contact: _____
Phone Number of Contact: _____
Contract Length: _____ **# of Participants**
(excluding dependents): _____

- 4) **Company Name:** _____
Business Address: _____
Name and Title of Contact: _____
Phone Number of Contact: _____
Contract Length: _____ **# of Participants**
(excluding dependents): _____

- 5) **Company Name:** _____
Business Address: _____
Name and Title of Contact: _____
Phone Number of Contact: _____
Contract Length: _____ **# of Participants**
(excluding dependents): _____

FORM NO. 4: CONTRACTS TERMINATED FOR DEFAULT (WITHIN LAST 5 YEARS)

All Contracts terminated for default within the last five (5) years should be noted below. Termination for default is defined as notice to stop performance due to Company’s nonperformance or poor performance. Submit full details of all terminations for default experienced. The District will evaluate the facts and may at its sole discretion reject the Company’s Proposal if the facts discovered indicate that the completion of a Contract resulting from this RFP may be jeopardized by selection of the Company. If the Company has experienced no such terminations for default in the past five (5) years, so indicate.

TERMINATED CONTRACTS WITHIN THE LAST FIVE (5) YEARS.

	#1	#2	#3
Company Name			
Business Address			
Name of Contact			
Title of Contact			
Telephone Number of Contact			
Contract Length			
# of Participants (excluding dependents)			
Reason for Termination			

FORM NO. 5: QUESTIONNAIRE FOR SECTION 125 (FSA) SERVICES

- 1) How long have you been administering FSAs?
 - a) How many FSA clients do you currently have?
 - b) What is your smallest group, based on eligible population?
 - c) What is your largest group, based on eligible population?
- 2) Do you provide limited scope FSAs?
- 3) What is your experience in administering limited scope FSAs? How many limited scope FSAs do you currently administer?
- 4) Do you require a minimum number of participants?
 - a) If so, how many?
 - b) What would happen at the end of each enrollment period if your minimum was not achieved?
- 5) Are your administration fees final?
 - a) If not, what would cause you to modify them?
- 6) What information do you need from the client subsequently on an ongoing basis?
 - a) How often?
 - b) In what format and medium?
- 7) What is the process for the client to provide you with payroll contribution information?
 - a) What is the turnaround time for posting payroll contribution information?
- 8) What is the process for the client to communicate election changes, terminations, new enrollments, open enrollment elections, etc. throughout the year?
- 9) Do you agree to develop and maintain the Plan Documents and Summary Plan Descriptions?
 Agree Disagree Other _____
 - a) What, if any, is the cost of the initial documents?
 - b) What, if any, is the cost of the maintenance documents / amendments?
 - c) What is the turnaround time to get SPDs and Plan Document drafts?
 - d) Provide a sample plan document and summary plan description.
 - e) Do you agree to collaborate with Lee's Summit R-VII legal regarding the plan document and summary plan description? Agree Disagree Other _____

- 10) Do you agree to attend employee group meetings and assist with enrollments?
 Agree Disagree Other _____
- a) How many employee group meetings are included within fee?
b) Is there an additional cost?
- 11) Do you agree to prepare and provide enrollment communication materials, including (but not limited to) a letter announcing the program, questions and answers about FSAs, examples of the benefits of FSAs, a worksheet for employees to estimate the amounts they may want to have placed in FSAs, an enrollment form and tax examples?
 Agree Disagree Other _____
- a) If you agree, is there an additional cost?
a) Can the items in #11 be customized by Lee's Summit R-7?
b) If so, is there an additional cost?
- 12) Do you agree to provide claim forms for medical care and dependent care reimbursement?
 Agree Disagree Other _____
- a) Include samples.
b) Can claim forms be customized?
- 13) What are the claims submission methods?
 Electronic Fax Mail
If electronic, please provide a list of the electronic methods available to staff.
- 14) What is your turnaround time guarantee on claims?
- 15) Please provide the frequency of claims reimbursement.
- 16) In the event of contract termination, how will you process "run- out" claims:
 Service not available
 A predetermined fee per claim processed
 A predetermined percentage of monthly fee
- 17) Would you agree to process run-out claims to match the provision(s) of the plan?
- 18) Would you agree to provide forfeiture reporting and disbursement?
- 19) Would you agree to provide final reports consistent with your standard reporting to the Plan.
- 20) If you are responsible for reconciliation of the Plan's bank account, would you agree to complete the final reconciliation, including finalizing any uncashed/unclaimed checks/funds? Please describe your process.
- 21) Please describe your fee to administer run-out in the event the contract is terminated.
- 22) Do you agree to provide individual account status reports to participants?
 Agree Disagree Other _____

Please indicate frequency of account status reports and the delivery method to participants.

- 23) Do you have the ability to offer participants an FSA Debit Card program?
- a) If yes, what is the cost?
 - b) Is there a banking fee associated with debit card transactions? If so, what is the fee?
 - c) Do you require a separate account for the Debit Card?
 - d) Is there a required amount to be deposited prior to the start of the plan year?
 - e) If no, how are participants reimbursed?
- 24) Do you offer the Debit Card for the Dependent Care FSA?
- a) If yes, is it the same debit card used for the medical FSA?
 - b) If no, how are participants reimbursed?
- 25) Are you willing to hold the client harmless and defend it against any action by your employees for negligent or otherwise wrongful counseling?

FORM NO. 6: QUESTIONNAIRE FOR HEALTH REIMBURSEMENT ARRANGEMENT (HRA) SERVICES

- 1) How long have you been administering HRAs?
 - a) How many HRA clients do you currently have?
 - b) What is your smallest group, based on eligible population?
 - c) What is your largest group, based on eligible population?
- 2) Do you require a minimum number of participants?
 - a) If so, how many?
 - b) What would happen at the end of the enrollment period if your minimum was not achieved?
- 3) Are your administration fees final?
 - a) If not, what would cause you to modify them?
- 4) What information do you need from the client subsequently on an ongoing basis?
 - a) How often?
 - b) In what format and medium?
- 5) What is the process for the client to provide you with payroll contribution information?
 - a) What is the turnaround time for posting payroll contribution information?
- 6) What is the process for the client to communicate election changes, terminations, new enrollments, open enrollment elections, etc. throughout the year?
- 7) Do you agree to develop and maintain the Plan Documents and Summary Plan Descriptions?
 Agree Disagree Other _____
 - a) What, if any, is the cost of the initial documents?
 - b) What, if any, is the cost of the maintenance documents / amendments?
 - c) What is the turnaround time to get SPDs and Plan Document drafts?
 - d) Provide a sample plan document and summary plan description.
 - e) Do you agree to collaborate with Lee's Summit R-VII legal regarding the plan document and summary plan description? Agree Disagree Other _____

- 8) Do you agree to attend employee group meetings and assist with enrollments?
 Agree Disagree Other _____
- a) How many employee group meetings are included within fee?
b) Is there an additional cost?
- 9) Do you agree to prepare and provide enrollment communication materials, including (but not limited to) a letter announcing the program, questions and answers about HRAs and enrollment form?
 Agree Disagree Other _____
- a) If you agree, is there an additional cost?
- 10) Can the items in #9 above be customized by Lee's Summit R-7?
a) If so, is there an additional cost?
- 11) Do you agree to provide claim forms for HRA accounts?
 Agree Disagree Other _____
- 12) What are the claims submission methods?
 Electronic Fax Mail
If electronic, please provide a list of the electronic methods available to staff.
- 13) What is your turnaround time guarantee on claims?
- 14) Please provide the frequency of claims reimbursement.
- 15) In the event of contract termination, how will you process "run- out" claims:
 Service not available
 A predetermined fee per claim processed
 A predetermined percentage of monthly fee
- 16) Would you agree to process run-out claims to match the provision(s) of the plan?
- 17) Would you agree to provide forfeiture reporting and disbursement?
- 18) Would you agree to provide final reports consistent with your standard reporting to the Plan.
- 19) If you are responsible for reconciliation of the Plan's bank account, would you agree to complete the final reconciliation, including finalizing any uncashed/unclaimed checks/funds? Please describe your process.
- 20) Please describe your fee to administer run-out in the event the contract is terminated.
- 21) Do you agree to provide individual account status reports to participants?
 Agree Disagree Other _____
- Please indicate frequency of account status reports and the delivery method to participants.

- 22) Do you have the ability to offer participants an HRA Debit Card program?
- a) If yes, what is the cost?
 - b) Is there a banking fee associated with debit card transactions? If so, what is the fee?
 - c) Do you require a separate account for the Debit Card?
 - d) Is there a required amount to be deposited prior to the start of the plan year?
 - e) If yes, it is the same debit card used for medical FSA and/or dependent care?
 - f) If yes, does the debit card have stacking or priority capabilities (for example, medical FSA funds used before HRA are used)?
 - g) If no, how are participants reimbursed?
- 23) Are you willing to hold the client harmless and defend it against any action by your employees for negligent or otherwise wrongful counseling?
- 24) Do you allow future plan year HRA suspension or opt out options?
- a. If yes, please describe the process.

FORM NO. 7: ADDITIONAL QUESTIONS FOR PLAN ADMINISTRATION SERVICES

DISCRIMINATION TESTING

- 1) Do you agree to perform all nondiscrimination testing and maintain appropriate documentation of compliance?
 Agree Disagree Other _____
 - a) Will you perform the Eligibility test? Yes No
 - b) Is there a charge? If so, what is that charge?
 - c) Will you perform the Benefits test? Yes No
 - d) Is there a charge? If so, what is that charge?
 - e) Will you perform the Concentration test? Yes No
 - f) Is there a charge? If so, what is that charge?
- 2) How often will you conduct these tests?
- 3) What information do you need provided by the district to conduct the tests?
 - a) What format do you require the information?
- 4) Will you conduct the Nondiscrimination review? Yes No
- 5) Is there a charge? If so, what is that charge?

BANKING PROCESS

- 1) Please describe in detail how your banking process works.
 - a) What are the banking charges to the client, if any.
 - b) Is there a separate banking account for the debit card?
- 2) Do you require a minimum amount to be placed in the account at beginning of the plan year?
- 3) What happens when you do not have enough money in the accounts to pay claims?
- 4) Do you co-mingle Employer dollars and/or contributions, or do you establish separate accounts for each Employer's plan?

REIMBURSEMENT PROCESS

- 1) Do you notify employer before holding claim reimbursements?
 - a. Please describe your plan repayment process and provide sample communication.
- 2) Do you require any additional documentation prior to reimbursement?
 - a. If yes, how does the participant provide the documentation (ie, web, app, mail)?
 - b. If yes, how are participants notified?
 - c. If yes, how many times are participants communicated with? Please provide sample communication.
- 3) Describe your audit process regarding the debit card and over-the-counter medications reimbursements.
- 4) Of your book of business, what percent of transactions are auto-substantiated and require no supporting documentation?
- 5) Can you set up auto-payment for regular, ongoing Dependent Care and/or orthodontic expenses?
- 6) Can you offer Direct Deposit? Yes No
 - a) Is there a charge? If so, what is that charge?

TECHNOLOGY QUESTIONS

- 1) Which of the following tasks can members and plan sponsor representatives perform ONLINE?

	Members	Plan Sponsors
Enrollment (New Hires and Open Enrollment)	<input type="checkbox"/>	<input type="checkbox"/>
Changes in Status	<input type="checkbox"/>	<input type="checkbox"/>
Billing (Plan Administrators only)	<input type="checkbox"/>	<input type="checkbox"/>
Claim inquiry	<input type="checkbox"/>	<input type="checkbox"/>
Terminations	<input type="checkbox"/>	<input type="checkbox"/>
Download Forms	<input type="checkbox"/>	<input type="checkbox"/>
Access Plan Information	<input type="checkbox"/>	<input type="checkbox"/>
Access to account information (available balance, deposits to account, etc.)	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>

- 2) Can you accept electronic eligibility downloads from the employer? If yes, describe.
- 3) Does your company have any future plans to divest its FSA business to another entity? If yes, what is the timeframe for that divestiture?

- 4) Does your company have any future plans to convert your FSA business to a different computer platform than is used currently? If yes, when is that conversion scheduled?

REPORTING QUESTIONS

- 1) What reports do you provide the employer?
 - a) With what frequency?
- 2) Do you agree to provide annual forfeiture report and semi-monthly check reconciliation reports to the client?
 Agree Disagree Other _____

FORM NO. 8: SUMMARY/COST

1. Include a two paragraph executive summary of rationale describing why your firm should be selected by the District.
2. Costs:

Cost Summary	Fee	Comments
Initial Set-up Fee		
Annual Renewal Fee		
Monthly Admin Fees		
Debit Card Fee		
Employer cost		
Employee cost		
Additional charges (if applicable) for other services (e.g., Premium Pre-Tax, SPD/plan doc preparation/printing, communications support, Form 5500 Filing, customized materials/reporting, etc.). Please list all applicable fees. Fees not listed will not be the responsibility of the District.		

Years above fees are guaranteed: _____ years

The foregoing is a statement of facts.

Signature:

Typed Name and Title:

Telephone Number:

Date:

Respondent's Initials _____

GENERAL TERMS AND CONDITIONS

GENERAL INSTRUCTIONS CONCERNING RFP/RFQ/BIDS

1. **AWARD.** The right is reserved, as the interest of the District may require rejecting any or all proposals and to waive any minor informality or irregularity in proposals received. The District may accept any item or group of items of any proposal unless qualified by specific limitation of the respondent. UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, PROPOSALS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED; AND THE DISTRICT RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY PROPOSAL UPON AT THE UNIT PRICE OFFERED UNLESS THE RESPONDENT SPECIFIED OTHERWISE IN HIS PROPOSAL. The agreement shall be awarded to that responsible and responsive person(s) whose proposal, conforming to the Request for Proposals, will be most advantageous (lowest price and best value) to the District, price and other factors considered. An award mailed (or otherwise furnished) to the successful respondent within the time for acceptance specified in the proposal, results in a binding agreement without further action by either party.
2. **PREPARATION OF PROPOSALS.**
 - A Respondents are expected to examine the specifications, schedule and all instructions. Failure to do so will be at the respondent's risk.
 - B Each respondent shall furnish the information required by the Request for Proposals (RFP). The respondent shall sign the RFP and print or type his/her name on each sheet thereof on which he/she makes an entry. Erasures or other changes must be initialed by the person signing the offer. Proposals signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the District.
 - C In submitting proposals, the vendor agrees that the District shall have 90 days in which to accept or reject any of the prices submitted unless otherwise specified on the proposal page.
 - D Forms **MUST** be returned with submittal.
3. **EXPLANATION TO RESPONDENTS.** Any explanation desired by a respondent regarding the meaning or interpretation of the RFP, terms or specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach respondents before the submission of their proposal. Verbal explanation or instruction given before the award of the agreement will not be binding. Any information given to a prospective respondent concerning a RFP will be furnished to all prospective respondents as an addendum to the RFP, if such information is necessary to respondents in submitting proposals on the RFP or if the lack of such information would be prejudicial to uninformed respondents.
4. **ACKNOWLEDGMENT OF ADDENDUM TO REQUEST FOR PROPOSALS.** Receipt of an addendum to a RFP by a respondent must be acknowledged (a) by signing and returning the addendum. Such acknowledgment must be received prior to the hour and date specified for receipt of proposals, or returned with the packet and received prior to closing time and date.
5. **SUBMISSION OF PROPOSALS.**
 - A Proposals and modification thereof shall be enclosed in sealed envelopes and addressed to Purchasing & Distribution Services, 702 SE 291 Highway, Lee's Summit, Missouri 64063. The respondent shall show the hour and date specified in the RFP for receipt, the RFP number, and the name and address of the respondent on the face of the envelope.
 - B Emailed or faxed proposals will not be considered.
 - D Proposals will be not be publicly opened as stipulated in the "Request for Proposals".
 - E Submission of a proposal constitutes an assignment by you of any and all anti-trust claims that you may have under the federal and/or state laws resulting from this agreement.
6. **FAILURE TO SUBMIT PROPOSAL.** If no proposal submitted, do not return the RFP unless otherwise specified. A letter or postcard should be sent to the Purchasing and Distribution Service office advising whether future invitations for the type of supplies or services covered by this RFP are desired. Failure of

the recipient to propose or to notify Purchasing and Distribution office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.

7. **WITHDRAWAL OF PROPOSALS.** Proposals may be withdrawn, by written notice prior to the exact hour and date specified for receipt of proposals. A proposal also may be withdrawn in person by a respondent or his/her authorized representative provided his/her identity is made known and he/she signs a receipt for the submittal, but only if the withdrawal is made prior to the exact hour and date set for receipt of proposals. Telephone requests to withdraw a proposal will be considered only if confirmed by letter or faxed letter.
8. **LATE PROPOSALS.** Proposals will NOT be accepted after the date and time of closing under any circumstances.
9. **DISCOUNTS AND PROPOSAL EVALUATION.** Discounts offered for prompt payment may be considered in proposal evaluation.
10. **AWARD OF AGREEMENT.**
 - A. **BASIS OF AWARD.**
 - (1) Only qualified proposals will be considered.
 - (2) Respondents maybe requested to submit financial statements subsequent to the opening. Such statements shall be submitted to District within three (3) days after being so requested.
 - (3) The award of the agreement, if it is awarded, will be to the lowest responsible and responsive respondent whose qualifications indicate the award will be in the best interest of the District and whose proposal complies with all prescribed requirements.
 - (4) The District reserves the right to reject any and all proposals, and waive any and all informalities, and the right to disregard all non-conforming or conditional prices or counter-proposals.
 - B. **EVALUATION OF PROPOSALS.** The evaluation of proposals will include consideration of prior experience, financial statements, if requested and ability to provide a wide variety of services.
 - C. **NOTICE OF AWARD.** After considering the basis of award and evaluation of proposals, the District will within ninety (90) days after the date of opening proposals, notify the successful respondent of acceptance of his/her proposal.
11. **QUALIFICATIONS OF RESPONDENTS.** The District may make such investigations as are deemed necessary to determine the ability of the respondent to perform the services and the respondent shall furnish all such information and date for this purpose as the District may request. The District reserves the right to reject any proposal if the evidence submitted by, or investigation of such respondent fails to satisfy the district that such respondent is properly qualified to carry out the obligations of the agreement and to complete the services contemplated therein.
12. **ANTI-TRUST.** Submission of a proposal constitutes an assignment by you of any and all anti-trust claims that you may have under the federal and/or state laws resulting from this agreement.
13. **EXPERIENCE STATEMENT** (if required). Only those proposals will be considered which are submitted by respondents who submit with their proposal an experience statement listing satisfactory service for existing agreements. A list of comparable projects, including pertinent information and identification of the districts or local governments, shall be submitted with the proposal.

GENERAL CONTRACT REQUIREMENTS.

1. DEFINITIONS.

A **"District"** shall refer to:

Lee's Summit R-7 School District, 301 NE Tudor Road, Lee's Summit, MO, 64086-5702.

Section 125 Plan Administration Services

- B **"Selected respondent"** shall refer to the corporation, company, partnership, firm, or individual, named and designated in the agreement and who has entered into this agreement for the performance of the services covered thereby, and its, his or their duly authorized agents or other legal representatives.
- C The **"specifications"** includes Instruction to Respondents, the Terms and Conditions, the Definitions and the technical specifications of the work.
- D The term **"estimated"** represents quantities estimated for the period of time stated.
- G The term **"minimum"** means the District will order this quantity of supplies during the period of this agreement at the price bid.
2. **AGREEMENT TERMS.** The performance of this agreement shall be governed solely by the terms and conditions as set forth in this agreement and any specifications or documents notwithstanding any language contained on any invoice other document furnished at any time and the acceptance by the District of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the agreement.
3. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this agreement due to acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
4. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of selected respondent, or in the event of breach of any of the terms hereof including the warranties of the selected respondent, the District may cancel this agreement or affirm the agreement and hold selected respondent responsible in damages.
5. **COMPLIANCE WITH APPLICABLE LAWS.** The vendor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to the vendor's performance under this agreement. Vendor shall indemnify and hold the District harmless on account of any violations thereof relating to Vendor's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws.
6. **LAW GOVERNING.** All agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this agreement will be decided by a Missouri Court.
7. **INTERPRETATION OF AGREEMENT AND ASSIGNMENTS.** This agreement shall be construed according to the laws of the State of Missouri. This agreement, or any rights, obligations, or duties hereunder may not be assigned by the selected respondent without the District's written consent and any attempted assignment without such consent shall be void.
8. **SELECTED RESPONDENT'S INVOICES.** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain the following information: agreement number (if any), purchase order number if applicable, agreement description of services. Invoices for and inquiries regarding payment should be addressed to the Lee's Summit R-7 School District's Business Services Department. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.
9. **NOTICE AND SERVICE THEREOF.** Any notice to any vendor from the District relative to any part of this agreement will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the said selected respondent at his/her last given address or delivered in person to said selected respondent or his/her authorized representative on the work or service.

10. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this agreement will be deemed to be inserted herein and the agreement will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement will forthwith be physically amended to make such insertion or correction.
11. **TERMINATION OF AGREEMENT.** This agreement may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The District may terminate this agreement immediately, under breach of agreement, if the selected respondent fails to perform in accordance with the terms and conditions. In the event of any termination of agreement by the selected respondent, the District may purchase such supplies and/or services similar to those so terminated, and for the duration of the agreement period the selected respondent will be liable for all costs in excess of the established agreement pricing.
12. **INDEMNITY AND HOLD HARMLESS.** The selected respondent agrees to indemnify, release, defend, and forever hold harmless the District, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorney's fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by the selected respondent, his/her sub-contractors, employees or agents, and arising out of services performed by the selected respondent, his/her subcontractors, employees or agents under this agreement to the extent permitted by the Constitution and the Laws of the State of Missouri.
13. **SUB-AGREEMENTS.**
 - A. The selected respondent shall not execute an agreement with any sub-contractor to perform any work until he/she has written the District to determine any disapproval of the use of such sub-contractor.
 - B. The selected respondent shall be fully responsible to the District for the acts and omissions of his/her sub-contractors, and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.
 - C. The selected respondent shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the agreement.
 - D. Nothing contained in the conditions shall create any contractual relationship between any sub-contractor and the District.
14. **UNIFORM COMMERCIAL CODE.** This agreement is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said agreement.
15. **CHANGES.** The District may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this agreement in specifications and/or instructions for work/services. If any such change causes an increase or decrease in the cost of or in the time required for performance of this agreement, the selected respondent shall notify the District in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the agreement. Any claim by the selected respondent for such adjustment must be asserted within thirty (30) days or such other period as may be agreed upon in writing by the parties after the selected respondent's receipt of notice of the change. Nothing herein contained shall excuse the vendor from proceeding with the agreement as changed.
16. **EXECUTION OF AGREEMENT.** The agreement shall consist of a **YEARLY AGREEMENT** and a copy of the selected respondent's signed proposal attached and that the same, in all particulars, becomes the agreement and agreement between the parties hereto. That both parties thereby accept and agree to

the terms and conditions of said proposal documents, and that the parties are bound thereby and the compensation to be paid the selected respondent is as set forth in the selected respondent's RFP. Items not awarded, if any, have been deleted.

17. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the performance of work under this agreement, the selected respondent agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
18. **TAX EXEMPT.** Do not bill tax on bulk purchases for special events. The District is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
19. **ASSIGNMENTS.** Neither the District nor the selected respondent shall, without the prior written consent of the other, assign in whole or in part his interest under any of the agreement documents and, specifically the contractor shall not assign any moneys due or to become due without the prior written consent of the District.
20. **INVOICING AND PAYMENTS.** Invoices shall be prepared and submitted in duplicate to the Lee's Summit, R-7 School District, 301 NE Tudor Road, Lee's Summit, MO 64086, Attn: Business Services. Invoices shall contain the following information: description of services.

E-VERIFY AFFIDAVIT



Lee's Summit R-VII School District
301 NE Tudor Road
Lee's Summit, Missouri 64086
(816) 986-1000 • FAX (816) 986-1168
Business Services

As a condition for any service provided to the Lee's Summit R-VII School District, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract services. [RSMO 285.530 (2)]. The completed affidavit must be returned as part of the contract documentation or mailed to Lee's Summit R-VII School District, Attn: Accounts Payable, 301 NE Tudor Road, Lee's Summit, Missouri 64086.

This affidavit affirms that _____ (Company Name) is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and _____ (Company Name) does not knowingly employ any person who is unauthorized alien in conjunction with the contracted services.

Name (Please Print) of registered agent, legal representative or corporate officer

Title

Signature of registered agent, legal representative or corporate officer

Subscribed and sworn to before me this _____ of _____. I am commissioned as
(DAY) (MONTH, YEAR)

a notary public within the County of _____, State of _____, and my commission
(NAME OF COUNTY) (NAME OF STATE)

expires on _____. (DATE)

Signature of Notary

Date

Failure to respond will cause payments due to you to be held until affidavit is received. Once the affidavit is received, payments will be released.

Respondent's Initials _____