



Lee's Summit R-7 School District  
Purchasing and Distribution Services  
702 SE 291 Highway  
Lee's Summit, MO 64063  
816-986-2190  
Email: heather.falls@lsr7.net

**REQUEST FOR PROPOSALS FOR EMPLOYEE BENEFIT  
CONSULTANT/BROKER SERVICES  
RFP NO. 2020-07**

**IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**PROPOSALS MUST BE RECEIVED BY 12:00 PM (CST) ON NOVEMBER 1, 2019.**

The cutoff date for any written questions for this RFP is 10/11/19 at 12:00 PM (CST).

**It is the responsibility of interested firms to check [www.publicpurchase.com](http://www.publicpurchase.com)  
for any addendums or notices of information prior to the opening date and time of this RFP.  
All addendums must be signed and included with your submitted proposal.**

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the commodity and/or 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.**

<hr/>		<hr/>	
Company Name		Authorized Person (Print)	
<hr/>		<hr/>	
Address		Signature	
<hr/>		<hr/>	
City/State/Zip		Title	
<hr/>		<hr/>	
Telephone #	Fax #	Date	Tax ID #
<hr/>		<hr/>	
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:

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REQUEST FOR PROPOSAL #2020-07 FOR  
EMPLOYEE BENEFIT CONSULTANT/BROKER SRVS

**LEGAL NOTICE**

The Lee’s Summit R-7 School District is accepting proposals for Employee Benefit Consultant/Broker Services. Specifications, terms, and conditions are specified in the RFP packet. The RFP and required specifications can be found on the District’s website in the Purchasing & Distribution Services Department as well as the Public Purchase website. All questions, requests for information or clarification pertaining to this RFP must be submitted in writing to the District’s Public Purchase website, [www.publicpurchase.com](http://www.publicpurchase.com) before 12:00 PM on October 11, 2019. Proposals must be uploaded to [Publicpurchase.com](http://Publicpurchase.com) no later than **12:00 PM on November 1, 2019**. In addition, vendors shall mail five (5) hard copies of proposals to Attn: Heather Falls 702 SE 291 Hwy, Lee’s Summit, MO 64063, delivered no later than 12:00 PM on November 1, 2019.

**SCOPE:** The Lee’s Summit R-VII School District is issuing this Request for Proposals (RFP) with the purpose of entering a multi-year contract for Employee Benefit Consultant/Broker Services. The District is soliciting proposals from experienced, qualified and licensed organizations who specialize in the field of employee benefit consultant/broker services, as well as any related services or offerings, with a dedicated local service team with current capacity to be assigned to the District. The objective of the District is to select an organization who will assist in evaluating employee benefit plan options, as well as assisting with the ongoing administration of such plans at the highest quality, with superior customer service and at a very cost-effective and competitive price point. Enrollment, contribution and various summaries may be available upon specific request with the proposal contact and are to be handled on a confidential basis. No claim data will be provided at this time. This is not a solicitation for insurance or additional employee voluntary plans-strictly employee benefit consultant and broker services.

**1.0 INSTRUCTIONS TO RESPONDENTS:**

- 1.1 All questions regarding this RFP shall be submitted in writing to the District’s Public Purchase website. The District reserves the right to reject any and all proposals, to waive technical defects in proposals, 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 through the Public Purchase website no later than **October 11th** at 12:00 PM (CST).
- 1.4 Changes to the specifications will not be allowed except by written addendum issued by the District through the Public Purchase website. Oral explanations or instructions given prior to award will not be binding.
- 1.5 Respondent shall quote net costs of all goods and services requested and all quotes shall include all transportation to destination and inside delivery.
- 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 The District reserves the right to award this contract in its entirety or to split the contract among bidders, whichever is in the best interest of the District. The District may accept any item or group of items of the bid unless qualified by specific limitation of the bidder.
- 1.9 Respondents shall initial all pages where the proposal document denotes “RESPONDENT’S INITIALS: \_\_\_\_”.

**1.10 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 evaluation criteria listed.

The Proposal Ranking Sheet for the evaluation of the proposals is included in this RFP. The DSC may request additional submittals.

**2.0 SPECIFIC REQUIREMENTS OF RFP:**

- 2.1 Purchase Agreements shall be awarded in accordance with regulations adopted by the Lee’s Summit R-VII Board of Education and adhere to all applicable purchasing policies. Purchase Agreements will be negotiated with the lowest responsible bidder who meets the qualifications for quality, price, terms of bid, and service, and determined to be in the best interest of the District. The RFP award will be at the sole discretion of the District. The District reserves the right to reject any and all bids in part or in whole, and to accept the proposal that is in the best interest of the District.
- 2.2 The terms of this RFP shall remain in effect for at least three (3) years from date of award. All prices MUST remain firm during that time period. At the District’s option, the contract may be extended for two additional one (1) year periods. The Fee Schedule may be adjusted at the end of the initial contract period (and at the end of each extension period, if applicable), upon mutual agreement of both parties.
- 2.3 No financial obligation shall accrue against the District until Service provider makes delivery pursuant to order of the Purchasing Agent and/or his approved designee. If additional services are requested by the District, the Service Provider will prepare and submit to the District an estimate of the total cost associated with such additional services. The District will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the District to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider’s fees for additional services shall be billed on an hourly basis as Service Provider’s current standard rates, which will in no event exceed the amount approved by the District in writing for such additional services.
- 2.4 The successful respondent(s) must agree to accept the District’s Purchase Order or the District’s Visa P-card for the order. These purchases are tax exempt.
- 2.5 **RFPs must be uploaded to Publicpurchase.com no later than 12:00 PM on 11/1/19. Please note, registration with Public Purchase can take up to 36 hours, so do not wait until the day of the RFP closing to register and upload your proposal. In addition, vendors shall mail five (5) hard copies of proposals to Attn: Heather Falls 702 SE 291 Hwy, Lee’s Summit, MO 64063, delivered no later than 12:00 PM on November 1, 2019.**

### 3.0 SPECIFICATIONS:

#### Scope of Services

The District is interested in appointing an organization with a minimum of five (5) years of local experience and a proven local service record with area school districts similar to the size and scope of services required by the District. The District is seeking an advisor to perform the full range of services related to the design, implementation, management, maintenance, communication and continuous improvement of its benefit programs. All services should be included as part of the Proposer's consulting fee. The following areas represent the requirements for services to be performed.

1. STRATEGIC PLANNING

- Collaborate in defining and prioritizing strategic health plan objectives.
- Conduct periodic strategic reviews to analyze progress against stated objectives.
- Assist with the review and evaluation of the District's benefit plan components, specifically in the area of plan design, funding, cost and administration. This will include a review of current and proposed plan features and rate structures.
- Propose recommendations to include comparative alternatives, plan design changes, new products and compliance with all appropriate tax codes, as well as state and federal regulations governing benefit plans.
- Provide benchmarking information regarding the costs, premiums, service fees, outcomes, loss ratios, and performance of the District's benefit plans in relation to the marketplace.
- Analyze claims experience for trends and anomalies and make recommendations for appropriate rate structures based on this analysis.
- Provide projections of benefit trends for the next five (5) years and identify areas of potential concerns.
- Provide industry and geographical comparative data for the purpose of attracting and retaining quality employees.
- Recommend cost containment strategies and techniques on all employee benefits.
- Provide monthly, quarterly and annual performance reports.
- Assist in establishing funding and reserves for each plan year.
- Attend meetings called by the District for such purposes of discussion, review and evaluation of District benefit plans.
- Review current legal plan documents for benefit plans and advise on recommended changes.
- Consult with the District on all benefit regulatory compliance issues and assist in the preparation of reporting requirements. The successful organization must be able to provide direction to the District on implementation of all applicable aspects of the Affordable Care Act.
- Conduct an annual plan review to determine success, opportunities, areas of focus, as well as reduction of liability.
- Provide other assistance and advice as needed.

2.       MARKETING/RENEWAL

- Assist in the development of custom employee communication tools, including the design and preparation of printed materials, on-site employee meetings, videos, online resources, etc.
- Conduct timely renewal negotiations with the carrier(s), utilize and prepare a complete and detailed accounting of all claim costs, provider access fees, administrative expenses, risk charges, investment performances, etc.
- Prepare bid specifications and solicit proposals from vendors and insurance markets as needed.
- Represent the District in interactions with carriers/business partners for all services including those related to program design, program cost, program administration and disputes.

3.       FINANCIAL ANALYSIS

- Provide comprehensive analysis and reporting of results for the District's benefit programs. Collaborate with selected carriers/business partners to analyze past results, project future results, recommend employer/employee contribution strategies and ideas for continued improvement in overall performance.
- Work collaboratively with medical plan carrier to identify behavior-related and preventable claims, identify areas where the District would benefit from making plan design changes.

4.       ACCOUNT MANAGEMENT SERVICES

- Serve as the designated insurance broker of record for the District.
- Assist in Affordable Care Act, COBRA, HIPAA, and other compliance and reporting, to include summary plan descriptions, and provide and facilitate training for same.
- Provide Retiree and COBRA administration.
- Provide ACA reporting assistance and electronic platform for production of applicable employer 1095 tax forms.
- Assist the District in reviewing and reaffirming or altering the goals and objectives of the benefit programs. Monitor and provide information to the District on pending or new legislation and recommend appropriate action to be taken by the District for the purpose of compliance or cost savings.
- Evaluate in-District administration procedures, including recommendations for improving services and efficiency through the use of technology.
- Proactively work with employees, the District's Business Services staff and carriers/business partners to prevent and resolve service problems, claims discrepancies & payments, eligibility, enrollment, etc.
- Provide full disclosure of all fees, commissions, overrides, rebates and any other remuneration received by broker from each plan at least annually and at the commencement or change of any existing plans.
- Work with District carriers/business partners to provide a regular set of reports which will enable prudent ongoing management of the programs.

- Provide compliance resources.
- Provide a custom, online enrollment portal for new hire enrollment and open enrollment as well as mid-year changes.
- Assist the District with the design, implementation and communication of new programs or changes to existing programs, including open enrollment support.

5. EMPLOYEE WELLBEING

- Assist in the development of a detailed strategy plan and timeline for health and wellbeing program implementation/integration.
- Assist in creating a culture of health and produce metrics to measure improved member health outcomes while effectively managing costs.
- Provide monthly, electronic wellbeing newsletter which can be disseminated to District employees via email.
- Provide onsite employer-sponsored health and wellness center consultation services including:
  - Serve as liaison between District and clinic vendor partner
  - Perform invoice review including evaluation of contractual budget adherence
  - Provide feedback on any vendor partner or District created communications and/or marketing materials
  - Assist District and vendor partner in development of annual marketing strategy
  - Host and evaluate patient post-visit satisfaction surveys
  - Develop and conduct any ancillary surveys as requested
  - Participate in annual budget setting as requested
  - Participate in the clinic staff selection process including the screening of resumes and participation in the interviewing of candidates for clinic positions
  - Facilitate the data integration efforts
  - Attend and participate in any District meeting (monthly service meeting, Board of Education, Insurance Team, etc.) as requested
  - Monitor monthly utilization reports
  - Perform annual return on investment analysis
  - Perform Request for Proposal and vendor selection as required by District policy
  - Advise and assist District with contract negotiation as needed

General LSR7 Data

The District serves approximately 18,000 students in the Lee's Summit metro area and is fully accredited by the State of Missouri. The District has approximately 3,800 certified and classified employees of which 2,741 are eligible to enroll in group health benefits. The District consists of 18 elementary schools (grades K-6), 3 middle schools (grades 7-8), 3 high schools (grades 9-12), 3 specialty educational facilities and support services including Transportation, Nutrition Services, Before and After School Child Care Services, Facility Services, Safety/Environmental Services, Aquatics Center and Purchasing & Distribution. The District's Board of Education Office is located at 301 NE Tudor Rd. in Lee's Summit, MO.

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Additional information about the District can be found at: [www.lsr7.org](http://www.lsr7.org).

District Benefit Plan/Other Information

Current District benefit plan information includes:

1. Any employee premium contributions required are paid via payroll deduction. A Section 125 plan is used for medical, dental, vision and life premium contributions, which includes a medical, limited medical and dependent care component. Employees are currently allowed to elect pre- or post-tax premium contributions. Employees are also allowed to decline plan coverage(s) and do not obtain any monetary benefit if coverage is waived. Section 125 administration is currently provided by Surency under a separate agreement which is not part of this RFP. The Health Savings Account (HSA) program is provided by Central Bank of the Midwest under a separate agreement which is not part of this RFP. A Health Reimbursement Arrangement is also available for those on a Qualified High Deductible Health plan, whom are not eligible for an HSA, which is administered by Surency under a separate agreement which is not part of this RFP.
2. 2020 benefit plans, effective 01/01/2020, are as follows:
  - Medical Insurance: Blue Cross Blue Shield of Kansas City-1 HMO plan, 1 EPO plan, 2 High Deductible Health plans (Preferred Care Blue & BlueSelect Plus)
  - Dental Insurance: Cigna-2 plans (Basic & Buy-Up)
  - Vision Insurance: Vision Service Plan (VSP)-2 plans (Basic & Buy-Up) plus Access Plan discount if a vision plan is not selected by member
  - Term Life, AD&D & Voluntary Life: The Standard
  - Short Term Medical Leave: Self-funded by the District with Advice-To-Pay by The Standard
  - Long-Term Disability: The Standard
  - Long-Term Care: UNUM
  - Employee Assistance Program: Empathia, LifeMatters
  - Employee Health & Wellness Center: CareHere
  - District Employee Wellbeing Program: Inspiring Balance

Summaries and additional benefit plan information can be found at [benefits.lsr7.org](http://benefits.lsr7.org).

3. Except for the annual open enrollment period (open enrollment is typically in early November), qualifying life-changing events are the only times during the Plan Year in which employees can request a change to insurance benefit coverage(s). When requesting a coverage(s) change, all necessary forms are obtained and processed through the Benefits Staff in the Business Services Department located at the District office.

4. Estimated annualized premiums for the 2019 Plan Year:

Plan	Estimated Annual Premiums
Medical	\$22,621,596
Dental	\$1,437,698
Vision	\$311,943
Group Life-Basic & Supplemental	\$395,630
Long-Term Disability	\$257,869
Long-Term Care	\$13,759

5. Currently the District partners with CBIZ for employee benefit consultant/broker services.
6. The District is insured on a Cost Plus funding arrangement with Blue Cross Blue Shield of Kansas City. All other benefit programs offered are fully insured with the exception of the Short Term Medical Leave plan which is an Advice-To-Pay arrangement.
7. The District’s custom, online enrollment system is maintained and provided through CBIZsolutions Custom which coordinates eligibility, enrollment, file feeds to carriers, snap-shot billing, etc. for all lines of coverage through one source. Should the District change their Employee Benefit Consultant/Broker, the



District will be required to move this platform. Outlined in this RFP will be specific questions regarding known possible solutions should a change be made.

8. The District maintains a health and wellness center called Complete Health & Wellness Center operated by CareHere. Employees, pre-Medicare retirees, and family members (over the age of 2) enrolled in a District medical plan are eligible to receive personal healthcare at Complete Health & Wellness Center for little to no cost depending on plan enrollment. All District employees, regardless of enrollment, are eligible to receive care for work related injuries and occupational health services. CBIZ currently provides the District's consulting services, as part of their scope of services, for the Complete Health & Wellness Center which is key for clinic-optimization. The selected organization must have current, local experience with employer-sponsored clinics along with the ability to serve as a liaison between District and clinic vendor partner, monitor results/improvement opportunities, calculate an annual return on investment, assist in development of annual marketing strategy, facilitate data integration, etc.
9. The District's COBRA and Retiree administration is provided by Century Payroll, Inc./BeniSource, a division of CBIZ. COBRA and Retiree administration is to include the following components:
  - Provide custom, online enrollment system and call center to answer COBRA and Retiree enrollment questions
  - COBRA notification (legally required) to all newly hired employees, average 300+ per year
  - Process electronic file from District of termination/retired employees (approximately 350 per year)
  - Mail applicable COBRA notification and Retiree/COBRA enrollment packets (legally required-approximately 350 per year)-notification includes all medical/dental/vision/EAP and Section 125 benefits
  - All accounts receivable and invoicing to COBRA and Retiree plan participants, including follow-up on delinquent payments. Currently 6 COBRA participants and 251 Retiree participants are enrolled in medical coverage; 4 COBRA participants and 497 Retiree participants are enrolled in dental coverage and 3 COBRA participants and 39 Retiree participants are enrolled in vision coverage.
  - Monthly ACH of premiums collected to the District along with a detailed accounting of premiums collected
  - Set-up and process EFT for COBRA and Retiree plan participants for premium payment
  - Maintain and mail annual open enrollment packets to all participating COBRA and Retiree participants
  - Manage qualifying life-changing events for covered COBRA/Retirees/dependents and applicable notification as required
10. The District utilizes digital postcards and electronic presentations using FLIMP and online videos using other various resources to promote benefit programs education, utilization of the Complete Health & Wellness Center and many other benefit/wellbeing related promotions.
11. The District utilizes ACACheckpoint, CBIZ's ACA platform, for production of applicable employer 1095 tax forms. Data in the CBIZsolutions Custom platform along with data from the District (provided each January; monthly payroll data is NOT transmitted or required) is used to produce the required 1095 tax forms.

#### 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.

RFP Notification	<b>09/30/19</b>
Organization submission of questions or clarifications	<b>10/11/19, Noon (CST)</b>
District issues Addendum, if necessary, to answer questions	<b>10/18/19 5pm (CST)</b>
Receive Proposals	<b>11/01/19 Noon (CST)</b>
Meet to review	<b>11/18/19</b>
District conducts interviews/presentations (if required):	<b>12/4/19</b>
~Stansberry Leadership Center	
~Up to 4 organizations	
~75 minutes each	
School Board	<b>12/19/19</b>
Notice to Proceed	<b>12/20/19</b>

##### 4.2 Timeline of Contract Execution:

The District desires the execution of the contract to meet the following dates: Services need to begin on **03/01/20**.

**PROPOSAL RANKING SHEET**

**SCORING RANGES**

	30 Point Questions	25 Point Questions	20 Point Questions	15 Point Questions	10 Point Questions
Outstanding	25 – 30	19 - 25	17 – 20	11 - 15	8 - 10
Exceeds Expectations	19 – 24	13 - 18	13 – 16	7 - 10	5 - 7
Satisfactory	13 – 18	7 – 12	9 – 12	4 - 6	2 - 4
Below Satisfaction	0 – 12	0 – 6	0 – 8	0 - 3	0 - 1

	<b>Evaluation Criteria</b>	<b>Maximum Points</b>	<b>Score</b>
1.	<p><b>Evidence of Experience &amp; References with Similar Accounts (Ref &amp; Exp)</b></p> <p>Consider experience and references listed by the organization. Is the organization experienced in providing services requested in this RFP?</p> <ul style="list-style-type: none"> <li>• Experience with area school districts similar to size and complexity of District</li> <li>• Consider the number of years of applicable experience the organization has</li> <li>• Consider the number of years the organization has been in business</li> <li>• Consider the references given by the organization</li> </ul>	15	_____
2.	<p><b>Qualifications and Resources</b></p> <p>Evaluate the extent of applicable resources available to be applied to the advantage of the District and execute the scope of services:</p> <ul style="list-style-type: none"> <li>• Consider personnel from a single source (in-house staff, experience, background, etc.)</li> <li>• Adequacy of proposed number of staff for the District’s needs (includes positive interaction and superior customer service between District employees and assigned personnel of the proposing organization—daily service issues, enrollment system issues, claim advocacy needs, etc.)</li> <li>• Consider applicable experience of person(s) assigned to service the District’s contract</li> <li>• Consider the qualifications of the supplemental staff proposed</li> </ul>	10	_____

<p>3.</p>	<p><b>Approach and Understanding of Scope</b></p> <p>Evaluate the organization’s approach to and understanding of the scope of services and work required as evidenced by the proposal</p> <ul style="list-style-type: none"> <li>• Detailed approach is reasonable/responsive to District’s complex needs</li> <li>• Identified/recognized critical or unique issues specific to the District</li> <li>• Unique approaches that have been successful elsewhere</li> <li>• Provided plan outlining implementation and training</li> <li>• Access to the insurance market on a competitive basis</li> <li>• Overall creativity and quality of the responsiveness to this RFP</li> </ul>	<p>25</p>	<p>_____</p>
<p>4.</p>	<p><b>Scope of Services Offered</b></p> <p>Consider the scope of services offered and the extent to which they meet or exceed the District’s expectations and requirements</p> <ul style="list-style-type: none"> <li>• Custom online enrollment capabilities, onsite enrollment assistance, benefits administration technology and communication tools which may be provided or for which the District has access</li> <li>• Current working experience of employer-sponsored onsite clinics, including evaluation of services, needs projections and interaction with overall employee benefits</li> <li>• Ability to help guide the District to be ahead of cost and benefit issues as well as wellbeing initiatives when working with carrier and District wellbeing services, that include experience and coordination with employer-sponsored health clinics</li> <li>• Technical capabilities and resources of the organization itself as well as with support providers, especially as it relates to the ACA</li> </ul>	<p>30</p>	<p>_____</p>

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	<p><b>Fees/Commissions</b></p> <p>Determination of fees and commissions</p> <ul style="list-style-type: none"> <li>• Consider internal District cost of disruption to vendor change (if any)</li> <li>• Consider whether fees and commissions were fully disclosed and conform to the RFP requirements</li> <li>• Consider if it was clear how future commissions or fees impact the District and its employees</li> </ul>	20	
<p>Ranked By: _____</p>		<p><b>TOTAL POINTS</b> (100)</p>	

**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 furnish all transportation, equipment, supplies, materials and perform all necessary labor to complete all work stipulated in, 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 prices 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 - 6**
  - 2. **Completed W9 and E-Verification Affidavit**
  - 3. **Certificate of Insurance**
  - 4. **References and Experience**
  - 5. **Personnel Qualifications**
  - 6. **Return all parts of this complete document (respondents to keep copy of proposal submitted)**
  
- E. Please list the name of your company and street address:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

**COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:**

- 1) This section is optional; it will not affect the agreement. If the District awarded you the proposed agreement, would you sell under the prices and terms of this agreement to any public school district or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the greater Kansas City metropolitan trade area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this agreement).

YES\_\_\_\_\_ NO\_\_\_\_\_ SIGNATURE: \_\_\_\_\_

- 2) Sales will be made in accordance with the prices, terms, and conditions of the Request for Proposals and any subsequent term agreement.
- 3) There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the proposal or agreement unless they are specifically named in the Request or Proposals as a joint respondent.
- 4) All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other agreement administration will be the responsibility of the ordering jurisdiction.
- 5) Each jurisdiction that is a party to the joint proposal has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

**FORM NO. 1: CONSULTANT PROFILE**

1. Lead Consultant Firm(s) (or Joint Venture) Name and Address:
  - 1a. Firm / Provider is:  National  Regional  Local
  - 1b. Year Firm / Provider Established:  
Years of Experience providing Employee Benefits Consultant/Broker Services? \_\_\_\_\_
  - 1c. Licensed to do business in the State of Missouri:  Yes  No
  - 1d. Name, title, telephone number and email address of Principal to contact:
  - 1e. Address of office to perform work, if different from Item No. 1:
2. Licensed consultant or broker in the State of Missouri  Yes  No
3. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the District's project:
4. If submittal is by Joint Venture or utilizes subcontractors, list participating firms/providers and outline specific areas of responsibility (including administrative and technical) for each firm:
  - 4a. Has this Joint Venture previously worked together?  Yes  No
5. Provide a brief history of your organization.
6. Describe your organization's experience working with school districts.
7. What do you believe to be the greatest value your organization brings to your clients?



**FORM NO. 2: KEY OUTSIDE CONSULANTS**

Each respondent must complete this form for all proposed sub-contractors.

**SUBCONTRACTOR #1**

Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before:                      Yes or No

Year Firm Established:

Years of Experience providing Employee Benefits Consultant/Broker Services? \_\_\_\_\_

- Complete Form No. 4 for all key personnel assigned to this project for this subcontractor.

**SUBCONTRACTOR #2**

Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before:                      Yes or No

Year Firm Established:

Years of Experience providing Employee Benefits Consultant/Broker Services? \_\_\_\_\_

- Complete Form No. 4 for all key personnel assigned to this project for this subcontractor.

**FORM NO. 3: EXPERIENCE/REFERENCES**

Provide at least 3 (three) references. Local school district references similar in size and geographic location of the District is preferred.

Client Name & Address:

Dates of Service:

Client Contact Person, Title & Telephone Number:

Estimated Cost for Entire Contract: \$

Scope of Entire Contract: (Please give quantitative indications wherever possible).

Nature of Firm's/Provider's responsibilities in contract: (Please give quantitative indications wherever possible).

Firms/Providers Personnel (Name/ Project Assignment) who worked on the stated project that shall be assigned to the District's project:

**FORM NO. 4: RESUME OF KEY PERSONNEL**

Brief resume of key persons, specialists, and certified staff that shall be assigned to the District’s Employee Benefits Consultant/Broker Services project:

a. Name and Title:

b. Assignment:

c. Name of Firm with which associated:

d. Years of Experience:

With this firm\_\_\_\_\_ other firms\_\_\_\_\_

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

f. Current Registration(s):

g. Other Experience & Qualifications relevant to the proposed project:

h. Work site/location of each person:

i. Describe specific experience with school districts:

Bidder’s Initials \_\_\_\_\_

- j. How many clients is each person currently responsible for?
- k. Can the District make changes to the assigned representative?
- l. Identify the designated local technical service representative which will assist the District in its nightly file feeds, day-to-day enrollment/computer technical issues and enrollment site.
- What specific experience does this individual have with large entities?
  - Does this person(s) have a working knowledge of the possible solution and experience transitioning a large group from one platform to another?

**FORM NO. 5: PROJECT NARRATIVE**

ORGANIZATION

1. Explain how you would propose to work with District insurance carriers/business partners to produce the best possible value for the District and their covered employees, retirees and dependents.
2. Detail your ability to monitor regulatory and legislative developments at both the state and federal level that may impact either the District or their employees. How will this be communicated to the District? Are there additional expenses or costs for your compliance services or assistance?
3. Do you have legal staff in-house or on retainer available for your clients to ask questions relating to benefits, both general and regarding specific situations? If so, is there an additional fee for this service?
4. Describe the overall process (including timing) you use for carrier and administrative service providers in regard to renewals and negotiations, specifically for school districts.
5. Describe the support your organization provides during any open/annual enrollment processes.
6. Describe your organization’s role in preparation and providing suggestions and ideas for District benefit education communication pieces. Is there an additional cost for these services? If so, include cost specifics.
7. When communicating plan information to employees, what methods of communication does your firm utilize (web based, face-to-face presentations, printed, etc.)? Can the communication be customized to meet the District’s specific needs? Please describe and indicate any additional costs associated with these documents (design, printing, mailing, etc.). Please provide one example of an ongoing employee benefit education communication.
8. Will your organization provide a Medicare Specialist to assist in educating District employees/retirees on plan options throughout the year at no cost to employee/retiree and avoid a “sales pitch”? Is there an additional cost to the District for this service? If so, include cost specifics.
9. Confirm commitment to attend, in person, onsite meetings with District to include, at a minimum:
  - a. District Business Services Department (monthly but more depending on the “season”)
  - b. Complete Health & Wellness Center (monthly)
  - c. District Insurance Team (2 times per year)
    - i. Describe your organization’s experience working with employee benefit teams and what role your organization provides on the team. Provide a sample agenda for an employee benefit team your organization has been an active part of.
  - d. District Finance Committee (2 times per year)
  - e. Open Enrollment Educational/Informational Employee sessions (4 times per year)
  - f. Open Enrollment Educational/Informational Retiree session with a Medicare Specialist from your organization (1 time per year)
  - g. Employee and Retiree enrollment assistance during open enrollment period (7 half day sessions per year)

10. Describe your organization's service level objectives for day-to-day questions, problems and concerns for your clients, and how you measure service quality within your organization. State the expected turnaround time on questions and issues.
11. Explain your organization's use of technology to deliver services (in general terms).
12. In the event of a terminated contract, will you provide the District access to its data for the purpose of transferring information to a new vendor?
13. Describe your approach to evaluating, recommending and implementing a District move to a self-insured model, specifically explain how you would approach choosing the right network, TPA partner and PBM for the District?
14. What is the estimated percentage of clients your organization has that have a Cost Plus vs. self-insured funded medical plan?
15. What technology resources, partners or knowledge does your company offer clients to streamline or improve their administration? Is there an additional cost?
16. Does your organization provide assistance in producing required 1095 tax forms? If so, please describe and note cost for these services.
17. What additional resources or services does your company provide outside of the annual bid or contract process?
18. How often will District administration receive medical claims analysis information?
19. What resources or tools do you offer your clients to benchmark or compare their plans' performance or costs with other school districts of their size and in their geographical area?
20. What is your methodology for estimating/suggesting premium rates to your clients and plan design changes? What tools/resources does your firm use to assist in estimating premium rates and plan design changes?
21. Describe any training, seminars, networking events, webinars or other venues your organization sponsors for clients. Please indicate any costs associated with these programs.

#### CLINIC/WELLBEING

1. Describe your organization's experience with consultation services for employer-sponsored onsite clinics. Include years of experience providing such consultation.
2. Confirm your organization can provide the following services for the District's Complete Health & Wellness Center:
  - a. Serve as liaison between District and clinic vendor partner
  - b. Perform invoice review including evaluation of contractual budget adherence
  - c. Provide feedback on any vendor partner or District created communications and/or marketing materials
  - d. Assist District and vendor partner in development of annual marketing strategy
  - e. Host and evaluate patient post-visit satisfaction surveys
  - f. Develop and conduct any ancillary surveys as requested

- g. Participate in annual budget setting as requested
  - h. Participate in the clinic staff selection process including the screening of resumes and participation in the interviewing of candidates for clinic positions
  - i. Facilitate the data integration efforts
  - j. Monitor monthly utilization reports
  - k. Perform annual return on investment analysis
  - l. Perform Request for Proposal and vendor selection as required by District policy
  - m. Advise and assist District with contract negotiation as needed
  - n. Are there any other related services your organization provides?
3. Please identify if your organization would be compensated by CareHere on behalf of the District should you be appointed Broker of Record? If not compensated by CareHere, would there be an additional cost to the District for these services?
  4. Describe your organization's view of the role wellbeing programs have on controlling healthcare costs.
  5. Describe your organization's experience with developing client specific health and wellbeing strategic plans. Include years of experience providing such consultation.
  6. What metrics would your organization use to measure improved member health outcomes?
  7. What resources and tools does your organization offer clients around wellbeing initiatives? Do your resources include a monthly wellbeing newsletter which can be disseminated to District employees via email and posted on the District's wellbeing website? Is there an additional cost for such resources? If so, include cost specifics.

#### ENROLLMENT SERVICES

1. Briefly identify no more than two known possible solutions for a customizable online enrollment platform for which your organization has specific experience in working with clients with multiple work sites and benefit plans.
  - a. Will the proposed online enrollment system include new hire, COBRA and Retiree enrollment, annual open enrollment and mid-year changes all through one system coordinating with all carriers?
  - b. Can the proposed enrollment system be customized to meet the District's needs?
  - c. Please identify the frequency of file transfers to carriers.
  - d. Will this system be able to provide detailed employee, COBRA, retiree and dependent benefit coverage(s) information for a variety of uses?
  - e. Is there an additional cost for such resources? If so, include cost specifics.
  - f. Has this enrollment platform ever interfaced/replaced the CBIZsolutions platform? If so, please describe the process.
  - g. Provide a sample termination provision of a possible solution including if the information is proprietary.

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2. Describe your organization's experience with administering a Missouri school district's COBRA and Retiree insurance program.
3. Briefly identify one possible solution for administering the District's COBRA and Retiree insurance program.
4. Confirm your organization can provide the following COBRA and Retiree administration services:
  - a. Provide a custom, online enrollment system and call center to answer enrollment questions
  - b. COBRA notification (legally required) to all newly hired employees, average 300+ per year
  - c. Process electronic file from District of termination/retired employees (approximately 350 per year)
  - d. Mail applicable COBRA notification and Retiree/COBRA enrollment packets (legally required-approximately 350 per year)-notification includes all medical/dental/vision/EAP and Section 125 benefits
  - e. Collection of premiums and invoicing to COBRA and Retiree participants, including follow-up on delinquent payments
  - f. Monthly ACH of premiums collected to the District along with a detailed accounting of premiums collected
  - g. Allow COBRA and Retiree participants to set-up and process EFT for premium payment
  - h. Maintain and mail annual open enrollment packets to all participating COBRA and Retirees
  - i. Manage qualifying life-changing events for covered COBRA/Retirees/dependents and applicable notification as required
5. Is there an additional cost for COBRA and Retiree administration? If so, include cost specifics.
6. Identify any key potential online benefit services or benefit decision support tools which may be available to the District, either as provided by your organization or as a service which can be purchased by the District. Please include cost as applicable.

NEW CLIENT IMPLEMENTATION

1. What information do you request from your new clients for their first renewal with your organization? For subsequent renewals?
2. When taking on a new client, how do you ensure you are capturing their business needs and integrating these needs into their benefit offerings?
3. Please provide proposed timeline for implementation effective March 1, 2020.

The foregoing is a statement of facts.

Signature:

Typed Name and Title:

Telephone Number:

Date:

Bidder's Initials \_\_\_\_\_



**FORM NO. 6: PRICING: Employee Benefit Consultant/Broker Services**  
**Based on all items included in Specifications**

The District requires an all-inclusive, fully disclosed cost structure of any and all fees and commissions, payable by either the District, employees/retirees or insurance carriers.

1. Describe in detail how you propose to be compensated for your services. Based on the information provided within this RFP, what is the cost of your organization's consulting fees for the first three years of service to the District?
2. Based on the information provided, services requested and current benefit plans, provide the compensation structure proposed by your organization including all bases for compensation:
  - a) Medical insurance commissions/overrides
  - b) Dental insurance commissions
  - c) Vision insurance commissions
  - d) Life insurance commissions
  - e) Long-Term Disability commissions
  - f) Long-Term Care commissions
  - g) Complete Health & Wellness Center commissions
  - h) Any other commission
  - i) Fee for online enrollment portal
  - j) Fee for COBRA/Retiree administration
  - k) Fee for ACA (Form 1095)
  - l) Fee for Complete Health & Wellness Center consultation services
  - m) Any other fees (travel charges, printing, postage, etc.) passed to District
3. Please make certain to identify any services mentioned in your proposal that are not included in your proposed fee (services that would be an additional expense).
4. Is your organization a current BlueKC Blue Chip broker with Blue Cross Blue Shield of Kansas City? Please identify, if any, the importance of this distinction.
5. Are you willing to implement a Performance Guarantee with your fees at risk based on the District's subjective evaluation of your performance?
6. What standards would you propose for monitoring your firm's service quality and cost effectiveness?

**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 complete 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 prices as follows:

- A. **Acceptance of proposal by District:** The District shall have maximum 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. Payment terms are negotiable. Please state any discounts offered:** \_\_\_\_\_
  
- D. **Submittals:** The following must be submitted with proposal
  - 1. **References and experience**
  - 2. **Personnel Qualifications**
  - 3. **Certificate of Insurance**
  - 4. **Return all parts of this complete document (respondents to keep copy of proposal submitted)**

Signature:

Typed Name and Title:

Telephone Number:

Date:

## 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 drawing, 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 Unit price for each unit shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the total column for each item. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
  - D Alternate proposals for supplies or services other than those specified will not be considered unless authorized by the RFP.
  - E Respondent must state a definite time for delivery of supplies or services unless otherwise specified in the RFP.
  - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
  - G If the item has a trade name, brand and/or catalog number, such must be stated in the proposal.
  - H 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.
  - I Specification sheets **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 uploaded to [www.publicpurchase.com](http://www.publicpurchase.com).

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- B Emailed or faxed proposals will not be considered.
  - C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the District, at no expense to the District. If not consumed by testing, samples will be returned at respondents request and expense, unless otherwise specified by the RFP.
  - D Proposals will 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. Example, if the District were to make a bulk purchase of items for a special event.
10. **MATERIAL AVAILABILITY.** Respondents must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the respondent to notify the District immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
11. **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.**
    - (1) The evaluation of proposals will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated, quality of vending machines, and ability to provide a wide variety of quality products.
    - (2) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The District may assume that items are equal or it may request samples and proof thereof unless approved before shipment. The District reserves the right to return at

- respondent's expense all items that are not acceptable as equals, said items to be replaced by respondent with satisfactory items at the original price.
- 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.
12. **QUALIFICATIONS OF RESPONDENTS.** The District may make such investigations as are deemed necessary to determine the ability of the respondent to perform the work 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 work contemplated therein.
13. **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.
14. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the manufacturer for any or all items shall apply to the items offered under this proposal.
15. **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 of existing vending agreements. A list of comparable projects, including pertinent information and identification of the districts or local governments, shall be submitted with the proposal. Similar experience statements shall be included for any subcontractors named in 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.
- 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 work 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 of Purchase, the Definitions and the technical specifications of the work.
- D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate agreement or agreement with the contractor.
- E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the district to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the vendor conform to the requirements of the agreement documents.  
Samples approved by the District shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the District.
- F 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.
3. **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, shipping order, bill of lading or other document furnished the Seller 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.

4. **TRANSPORTATION CHARGES.** When terms of delivery or conditions of this order are F.O.B. destination, all transportation charges shall be paid by the selected respondent.
5. **PACKAGING.** The District will not be liable for any charges for delivery, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
6. **INSPECTION AND ACCEPTANCE.** No material received by the District under the terms and conditions of this document shall be deemed accepted until the District has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the selected respondent or herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the selected respondent's expense for full credit or replacement.
7. **GENERAL GUARANTY AND WARRANTY.** The selected respondent warrants that all materials, fixtures, and equipment furnished by the selected respondent's and his/her sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The selected respondent also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the agreement. Furthermore, he/her shall furnish the District with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the agreement.
8. **PATENTS.** The selected respondent warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and selected respondent covenants that he will at his own expense, defend every suit which may be brought against the District, or those selling or using district's product (provided selected respondent is promptly notified of such suit and all papers therein are delivered to selected respondent) for any alleged infringement of any patent by reason of the sale or use of such articles and selected respondent agrees that he will pay all cost, damages and profits recoverable in any such suit.
9. **QUANTITIES.** The District assumes no obligation for products or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to District's rejection and return at selected respondent's expense.
10. **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.
11. **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.
12. **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.
13. **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.
14. **TIME OF DELIVERY.** The District requires that all materials ordered will be delivered when specified. Time is therefore of the essence of this purchase order. If deliveries are not made at the time agreed upon,

the District reserves the right to cancel or to purchase elsewhere and hold vendor accountable for any damages sustained as a result thereof.

15. **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.
16. **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, item number; agreement description of supplies or services, sizes, quantities, unit prices and extended totals. 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.
17. **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.
18. **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.
19. **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.
20. **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 attorneys 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.
21. **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.
22. **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.
23. **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, instructions for work, methods of shipment or packing or place of delivery. 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.
24. **RESPONSIBILITY FOR SUPPLIES.** The selected respondent shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the selected respondent shall bear all risks for rejected supplies after notice of rejection.
25. **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.
26. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or 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.
27. **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.
28. **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.
29. **INSURANCE:** The consultant shall be required to maintain and carry in force, for the duration of the contract, insurance coverage of the types and minimum liability as set forth below:
- a. **PROFESSIONAL LIABILITY**

Chemical Misapplication	\$2,000,000
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  - b. **COMMERCIAL GENERAL LIABILITY**

Limits:

Each Occurrence:	\$ 1,000,000
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RFP 2020-07 EMPLOYEE BENEFIT CONSULTANT/BROKER SRVS

Personal & Advertising Injury: \$ 1,000,000  
Products/Completed Operations Aggregate: \$ 1,000,000  
General Aggregate: \$ 2,000,000  
Policy must include the following conditions:

Contractual Liability  
Products/Completed Operations  
Personal/Advertising Injury  
Independent Contractors  
Additional Insured: Lee's Summit R-7 School District

c. AUTOMOBILE LIABILITY

Policy shall protect the consultant against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

- 1. All owned autos; hired autos; and non-owned autos

Limits of auto liability insurance shall be the same as required in the Commercial General Liability section **with the exception** of the District being named as additional insured.

d. WORKERS' COMPENSATION

This insurance shall protect the consultant against all claims under applicable State Workers' Compensation Laws. The consultant shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation Law. The policy limits shall not be less than the following:

Workers' Compensation: Statutory  
Employer's Liability:  
Bodily Injury by Accident: \$ 100,000 Each Accident  
Bodily Injury by Disease: \$ 500,000 Policy Limit  
Bodily Injury by Disease: \$ 100,000 Each Employee

Before, entering into contract, the successful respondent shall furnish to the District Purchasing Office a Certificate of Insurance verifying all of the foregoing coverage's and identifying the District as an "additional insured" on both the general liability and automobile policies. This inclusion shall not make the District a partner or joint venture with the contract consultant in its operations hereunder.

Prior to any material change or cancellation, the District will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder.

In the event of an occurrence, it is further agreed that any insurance maintained by the District, shall apply in excess of and not contribute with insurance provided by policies named in this contract. The certificate holder on the Certificate of Insurance shall be as follows:

Lee's Summit R-VII School District  
Purchasing and Distribution Services Department  
702 SE M-291 Highway

Lee's Summit, MO 64063

District does not need to be named as additional insured on any Auto Liability Insurance requirements.

30. INVOICING AND PAYMENTS:

Invoices shall be prepared and submitted in duplicate to the appropriate issuing agency. Invoices shall contain the following information: contract number, item number, description of goods and/or services, unit prices, and extended totals.

- a. Lee's Summit, R-VII School District, 301 NE Tudor Road, Lee's Summit, MO 64086, Attn: Business Services.

W-9 FORM

Form <b>W-9</b> (Rev. December 2011) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b>	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number				
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
Employer identification number				
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**E-VERIFICATION 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.**