



**SPECIAL ADMINISTRATIVE BOARD OF THE TRANSITIONAL SCHOOL
DISTRICT OF THE CITY OF ST. LOUIS**

RFP TITLE: Employee Benefits Broker Services

RFP #007-1819

DATE OF ISSUANCE: October 17, 2018

**BIDDER'S CONFERENCE
QUESTIONS DUE:** October 24, 2018 by 4:00 P.M. CDT

BIDDER'S CONFERENCE/CALL: October 29, 2018 @ 3:30 P.M. CDT
Dial In Number: 1.888.861.1254
PIN: 627049#

FINAL QUESTIONS RESPONSES POSTED November 5, 2018

LOCATION OF BIDDER'S CONFERENCE: District Office
801 N. 11th Street, St. Louis, MO 63101

BID DUE DATE: November 14, 2018, 2:00 PM CDT

SUBMIT TO: Purchasing Office of the St. Louis Public
Schools
Second Floor – Cashier's Window
801 North 11th Street
St. Louis, Missouri 63101

Number of copies required: (3) marked "Copies", (1) marked "Original", and (2) electronic CDs or flash drives. It is recommended that each original and copy have tabs corresponding to the required sections listed in this RFP, as appropriate. Original and copies are to be submitted in 3-ring binders or binding of some fashion.

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RFP #007-1819

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Section 1. INTRODUCTION AND ANNOUNCEMENT FOR SEALED PROPOSALS

INTRODUCTION:

The Special Administrative Board of the Transitional School District of the City of St. Louis (d/b/a St. Louis Public School System) (the “District”) wishes to contract with a firm to provide advice and consultation to the Board about the health insurance industry, structuring fully and self-funded health care programs, third party administrators, insurance and service providers, products, underwriting and related reasonable costs. The contract will be for one year with an option to renew for two one-year periods.

NOTICE TO BIDDERS:

Copies of this RFP #007-1819 for the Employee Benefits Broker Services (this “RFP”) may be obtained from the District’s website at www.slps.org under “Site Shortcuts”, “Purchasing / RFPs”, or from the Purchasing Department, St. Louis Public Schools, 801 North 11th Street, St. Louis, MO 63101.

The District reserves the right to accept or reject any or all Proposals (as hereinafter defined) and to waive any irregularities. The District also reserves the right to negotiate with selected firms regarding pricing and fee structures. All information included in a Proposal may be incorporated, at the District’s sole option, into the contract for the Employee Benefits Broker Services to be entered into between the District and the successful Bidder (as hereinafter defined). Any contract awarded as a result of this RFP will be awarded without discrimination on the basis of race, color, religion, age, sex, sexual orientation or national origin.

Section 2. TENTATIVE RFP TIMELINE

Date of Issuance	October 17, 2018
Bidder’s Conference Questions Due	October 24, 2018, 4:00 PM CDT
Bidder’s Conference /Call	October 29, 2018, at 3:30 P.M. CDT
	Dial In Number: 1.888.861.1254
	PIN: 627049#
Proposals Due Date & Time	November 14, 2018, 2:00 P.M. CDT
Demonstrations (If applicable)	November 27 & 28, 2018

The District reserves the right to modify the above RFP Timeline as needed by posting the change as an addendum to this RFP on the District website.

Section 3. INSTRUCTIONS TO BIDDERS/GENERAL INFORMATION

- 3.1 Form of Submissions.** Each person or entity submitting a response to this RFP (each “Bidder”) should prepare and submit their proposal in response to this RFP (“Proposal”) in a sealed envelope or box. **The Proposal shall include (1) original, (3) copies and (2) electronic CDs or flash drives.** The upper left hand corner of the package (envelope or box) shall be plainly marked as **RFP# 007-1819, Employee Benefits Broker Services**, along with the firm name and the package shall be addressed to:

**Purchasing Office of the St. Louis Public Schools
Second Floor – Cashier’s Window
801 North 11th Street
St. Louis, MO 63101**

- 3.2 Manner of Submission** – The sealed Proposal must be received at the address listed in Section 3.1 on or before **November 14, 2018 at 2:00 P.M. CDT**. Each Proposal will be date and time stamped upon receipt at the Cashier’s Window. Proposals received after that date and time will not be considered and will remain unopened. Proposals must be filled out as requested including all required signatures and pertinent information. Failure to do so is reason for rejection of the Proposal. If Bidder is a corporate entity, the entity’s name must be correctly stated, and the Proposal must include the state of incorporation of such entity, and, if a foreign entity, proof of registration to transact business in the state of Missouri. A person with the authority to act on behalf of the entity (i.e. an authorized agent of the entity) must sign his or her name on the Proposal.
- 3.3 Format of Proposal** – Each Proposal must include the information required in Section 5. Each required response listed in Section 5 shall be included as a required document with Attachment B.
- 3.4 Questions About this RFP** – All questions regarding this RFP shall be made electronically via e-mail in writing and directed to Robert Horton, Procurement Director at Robert.Horton@slps.org. The subject of the e-mail shall be “QUESTION – RFP # 007-1819”. Failure to provide the correct RFP number in the email will deem the question unanswerable and will not be considered as part of any addenda. Any questions submitted after the dates and times listed in Section 2 above shall not be considered or answered. Questions properly submitted **in writing** prior to the due date will be addressed at the Bidder’s Conference (as hereinafter defined) at the date and time set forth in Section 2 and will be handled pursuant to Section 4. Answers to all properly submitted **written** questions will be posted on the District’s website at www.SLPS.org as addenda no later than three (3) business days prior to the Proposal Due Date.

- 3.5 Addenda** – The District may revise this RFP by issuing written addenda. Addenda will be posted to the District’s website at www.SLPS.org under “Site Shortcuts”, “Purchasing / RFPs”. Interested persons or entities are encouraged to check the District’s website frequently for addenda to this RFP. Bidders are responsible for viewing and understanding information in addenda to the same extent as the RFP. The District has no obligation or duty to communicate addenda to Bidders beyond the posting of addenda on its website.
- 3.6 Awards** – All Proposal selections must be approved by the Special Administrative Board prior to an award being final. Awards will be made to the lowest responsible bidder complying with the terms of these specifications, except that the right is reserved by the District to make such selection, as in its judgment, is best suited for the purpose intended. Notwithstanding anything contained herein to the contrary, a contract shall not exist between the District and the selected Bidder until: A) such agreement has been duly authorized and approved by the Special Administrative Board; and B) the agreement has been documented in accordance with Missouri Revised Statutes Section 432.070. After approval by the Special Administrative Board, all awards will be posted on the District website. A contract awarded pursuant to this RFP may not be assigned to any other entity without the express written authorization of an authorized agent of the District.
- 3.7 Rejection of Proposals** – The District reserves the right to accept or reject any Proposal or any part of any Proposal.
- 3.8 Submitted Proposals Considered Final** – All Proposals shall be deemed final, conclusive and irrevocable, and no Proposal shall be subject to correction or amendment for any error or miscalculation.
- 3.9 Form of Contract** – Each successful Bidder shall be required to enter a contract in the form prescribed by the District. The template of the contract may be examined as Attachment L on the District website. The District reserves the right to revise such templates or present a contract not contained within the template forms on the District’s website, in its sole and absolute discretion, to fit the unique situation presented by this RFP.
- 3.10 Preference for Missouri Products** – The District prefers to purchase those materials, products and supplies, which are produced, manufactured, compounded, made or grown, within the State of Missouri. When they are found in marketable quantities in the State of Missouri, and are of a quality suited to the purpose intended, and can be secured without additional cost over out-of-state products. Quality and fitness of articles will be considered in making purchases or letting contracts.

- 3.11 Bond** (*Applicable to erection of school buildings and contracts for repairs, alterations, or additions to school property*) – A Bid Bond or a Certified Check made payable to the School District, in the amount of 5% of the Base Bid shall accompany the following Bid Package as a guarantee that the bidder, if awarded the contract, will furnish a 100% Performance and Payment Bond; execute the contract; and proceed with the work. Upon failure to do so, bidder shall forfeit the deposit or the amount of the Bid Bond as liquidated damages, and no mistakes or errors on the part of the bidder shall excuse the bidder or entitle him to a return of the deposit or Bid Bond. The bonds must be written by a Corporate Surety Company that is acceptable to the District and that meets the following minimum standards:
- a. Licensed pursuant to the Missouri Insurance Code
 - b. Listed on the United States Department of the Treasury’s Listing of Approved Sureties (Dept. Circular 570) in the amount of \$5,000,000.
 - c. The Bid Bond shall be valid for one hundred twenty (120) days following the deadline for submission of proposals.
 - d. The Bid Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact.
 - e. All bonds must be written by an insurance company that is rated in the A.M. Best key Rating Guide – Property & Casualty with a policy holder’s rating of “A-“ or better and a Financial size category of Class VII or larger.
- 3.12 Taxes** – Bidders shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, and/or STATE RETAIL TAX in the Proposal, as these taxes do not apply to the District.
- 3.13 War Clause** – In the event that during the existence of a state of war, the United States Government takes over the plant of any manufacturer with whom the contractor has thereto fore contracted to furnish the articles required under his contract with the District, or any essential element thereof, and because of such action of the government, the contractor may furnish and deliver the articles required under the contract.
- 3.14 NOT APPLICABLE**
- 3.15 Compensation** – Bidders are cautioned that items and/or services must be furnished at the price submitted. No increase in price will be permitted during the term of the contract.
- 3.16 Grievances** – Any complaints or grievances concerning or arising out of this RFP shall be submitted in writing to Purchasing Office of the St. Louis Public Schools, 801 North 11th Street, St. Louis, MO, 63101, with a copy to Office of the General Counsel, c/o the Superintendent of Schools, 801 North 11th Street, St. Louis, MO 63101.

Section 4. BIDDER'S CONFERENCE

- 4.1 Interested persons or entities may attend an optional pre-submittal bidder's conference (the "Bidder's Conference"). Attendance is not mandatory for responding to this RFP. At the Bidder's Conference, a representative from the District will be available to answer **questions properly submitted in writing** pursuant to the process set forth in Section 3.4 above. Meeting minutes will be taken during the question and answer portion of the Bidder's Conference and posted on the website as an addendum to the RFP pursuant to Section 3.4.
- 4.2 Please RSVP via email if you plan to attend the bidder's conference for this RFP. The subject of the e-mail shall be "BIDDER'S CONFERENCE RSVP – RFP # 007-1819".
- 4.3 No communication shall be made with any District employee, other than Robert Horton, Procurement Director, at Robert.Horton@slps.org, regarding this RFP. Violation of this provision may result in the rejection of Proposal.

Section 5. THE PROPOSAL

- 5.1 The Scope of Services for this RFP is set forth in Attachment A.
- 5.2 **Part I – Qualifications/Certifications/Resume and Operations Plan**

The following information should be provided in Part I of the Proposal. The documents should be clearly marked: "Part I – Qualifications"

- 5.2.1 Bidders should provide detailed information addressing each of the following areas:

- 5.2.1.1 Licensing and certification in the field of the requested services;

- 5.2.1.2 Any citation or discipline action taken against the respondent by a licensing board or association related to the field of the requested services which is pending or has been resolved within the past 12 months;

- 5.2.1.3 Information regarding law suits relevant to the requested services that are pending or have been resolved within the past 12 months.

- 5.2.1.4 Failure to be forthright in disclosure shall be grounds for disqualification of a vendor. This section shall not be interpreted to require the disclosure of

information shielded from disclosure by State or Federal Statutes and/or court order.

5.2.2 Please respond briefly, but completely, to the following:

5.2.2.1 Person/Entity Name

5.2.2.2 Address

5.2.2.3 Name and Title of Authorized Representative

5.2.2.4 Telephone Number

5.2.2.5 Fax Number

5.2.2.6 Email Address

5.2.2.7 Include the above information for each person/entity that is part of the project team for this Proposal

5.2.3 Bid Response Elements

5.2.3.1 Entity Qualifications

5.2.3.2 References (other school districts where possible)

5.2.3.3 Brief description of entity's experience with providing the requested services

5.2.3.4 Copies of Licenses and Certifications (including, but not limited to, license to conduct business in the City of St. Louis, Missouri)

5.2.3.5 Provide a brief summary of the primary role(s) and resumes describing the background and qualifications of each member of the project team for this Proposal.

5.3 Part II – Cost/Pricing Proposal

The following information should be provided in Part II of the Proposal. The Proposal should be clearly marked: "Part II – Cost/Pricing Proposal"

5.3.1 Attachment B – Cost/Pricing Proposal must be used as the first page for this Part II.

5.3.2 Outline specifically the cost/pricing proposal for the fees and reimbursable expenses proposed. This proposal should include the method of pricing as well as the proposed fees/costs.

5.3.3 The Cost/Pricing proposal should be specific, and the detail of the cost/pricing should give the District a clear picture of overall costs as well as pricing criteria.

5.3.4 Cost must be inclusive and do not allow for broker to accept commissions, referral or finders fees, administrative fees, management fees, bonuses or other fees/amounts or reductions to fees owed to any third party by reason of it's services.

5.4 Part III –Required Documents

The following information should be provided in Part III of the Proposal. The Proposal should be clearly marked: “Part III – Required Documents”

- 5.4.1 Attachment C – Federal Work Authorization Program Addendum and Affidavit
- 5.4.2 Attachment D – Bidder Affirmation Form
- 5.4.3 Attachment E – Bidder Checklist

Section 6. EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD

6.1 Evaluation Criteria – The following criteria will be used with the weighted values below to evaluate each Proposal received. The District reserves the right to request clarification to the Proposal in order to evaluate all proposals.

Evaluation Criteria	Points
Cost of the Proposal	20
Meets General Requirements and Compliance Requirements	30
Demonstration of ability to perform projects comparable in design, scope and complexity in a timely and accurate manner	20
Missouri School District Experience/Demonstrated Expertise	15
Experience of proposed team	10
M/WBE Participation	5
Total Points Possible	100

6.2 Bid Opening – All Proposals received on or before the Proposal Due Date and Time shall be assembled and opened publicly promptly at that time in the District Offices located at 801 North 11th Street, St. Louis, MO 63101 in a conference room to be designated. All interested parties are welcome to attend.

6.3 Evaluation – The District will assemble a review committee to assist in evaluating all Proposals (the “Evaluation Team”). From this evaluation, the District will select a short list of Bidders to provide additional information during on onsite presentation. The District may contact any or all respondents to clarify submitted information.

The Evaluation Team will consist of the following individuals:

Title
Chief Human Resources Officer
Benefits Specialist
Director of Performance Management
Procurement Representative
Other appropriate staff yet TBD

- 6.4 Contracting** – Upon selection of a Bidder, the District will negotiate a scope of services and other terms and conditions of an agreement with the selected Bidder. If such negotiations are not successful, the District reserves the right to begin negotiations with other respondents.

Section 7. MINORITY PARTICIPATION

- 7.1** It is the policy of the District to pursue the goal of at least 25% Minority Business Enterprise (MBE) and 5% Women’s Business Enterprise (WBE) utilization in the provision of goods and services to the District while at the same time maintaining the quality of goods and services provided to the District through the competitive bidding process. It is the purpose of this policy to allow minority and women’s business enterprises to expand their opportunities and capacities by participating in all District operated programs. The District has developed a plan for participation in projects by minority business. This plan includes the following elements:
- 7.1.1 Outreach** – A commitment to make every effort to inform contractors of pending contract opportunities through advertisements, workshops, brochures, and availability of plans.
 - 7.1.2 Good Faith Effort** – A commitment to verify contractor solicitations to ensure that sufficient time and information are available to make a responsible reply.
 - 7.1.3 Identification and Recruitment** – A commitment to coordinate efforts with the City of St. Louis, Contract Office, in the development of potential minority contractor interest.
 - 7.1.4 Monitoring and Reporting** – A commitment to measure and report anticipated and actual MBE/WBE participation.

7.2 Discrimination In Employment By the Special Administrative Board

7.2.1 During the performance of the contract, the SELECTED BIDDER agrees as follows:

7.2.1.1 The SELECTED BIDDER will not discriminate against any employees or applicants because of race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity. The SELECTED BIDDER will take affirmative action to ensure that all qualified applicants will receive consideration for employment without regard to race age, handicap, religion, gender, sexual orientation, national origin or ethnicity.

7.2.1.2 The SELECTED BIDDER will, in all solicitations or advertisements for employees placed by or on behalf of the SELECTED BIDDER; state that all qualified applications will receive consideration for employment without regard to race age, handicap, religion, gender, sexual orientation, national origin or ethnicity.

7.2.1.3 The SELECTED BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising that labor unions or workers representative of the Bidder's commitment under contracts with the District.

7.2.1.4 The SELECTED BIDDER will maintain and, upon request make available to the District all records and data necessary or useful to the review and monitoring of compliance with the non-discrimination clauses of this contract. In the event the SELECTED BIDDER fails or refuses to make such records available, this contract may be cancelled, terminated, or suspended in whole or in part by the District, and the SELECTED BIDDER may be declared ineligible for further District contracts or subject to such other sanctions as the District deems appropriate.

7.2.1.5 The SELECTED BIDDER's non-compliance with the non-discrimination clauses of this contract, the contract may be cancelled, terminated, or suspended in whole or in part by the District, and the SELECTED BIDDER may be declared ineligible for further District contracts or subject to such other sanctions as the District deems appropriate.

7.3 Minority and Women Owned Business Enterprise Policies

7.3.1 It is the policy of the District that minority and women-owned businesses shall have the maximum opportunity to participate in the performance of contracts utilizing

District funds. MBE/WBE firms included in the respondent's submittal, either as prime consultants or subcontractors, must be certified by one or more of the following agencies on or before the date of the submission of qualifications:

Missouri Division of Purchasing and Material Management

Online: For MBE's: <http://www.oa.mo.gov/>
For WBE's: <http://www.oa.mo.gov/>
Phone: (573) 715-8130

City of St. Louis: Disadvantaged Business Enterprise Program

Online: <https://www.flystl.com>
Phone: (314) 426-8111

St. Louis Minority Business Council

Online: <http://www.slmhc.org/>
Phone: (314) 241-1143

Section 8. RESERVATIONS / STIPULATIONS

-
- 8.1** The District reserves the right, at its sole discretion, to A) reject any or all submittals when, in its opinion, it is determined to be in the public interest to do so; B) waive minor informalities of a submittal; C) cancel, revise, or extend this solicitation; D) request additional information deemed necessary; and E) extract, combine, and delete elements of individual proposals and to negotiate jointly or separately with individual respondents with respect to any or all elements of the proposal.
- 8.2** This RFP does not obligate the District to pay any costs incurred by any respondent in the submission of a proposal or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this RFP prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred directly by the Bidder or indirectly through the Bidder's agent, employees, assigns or others, whether related or not to the Bidder.
- 8.3** The District will give preference to firms based in the bi-state St. Louis metropolitan area when other considerations are equal.
- 8.4** **Careful consideration should be given before confidential information is submitted to the District as part of this RFP Proposal.** Review should include whether it is critical for evaluating a bid, and whether general, non-confidential information, may be adequate for review purposes. **Any and all documents submitted by the respondent may become public if and when they are submitted to any advisory or legislative public body, or pursuant to the Missouri Sunshine Law.** The Missouri Sunshine Law provides for public access to information the District possesses. **Information submitted**

to the District that Bidders wish to have treated as proprietary and confidential trade secret information should be identified and labeled “Confidential” or “Proprietary” on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should not be disclosed.

8.5 Bidders acknowledge and agree, by submitting a Proposal, that:

- 8.5.1 Once a Bidder is selected for the engagement, all electronic, written and printed materials developed by such Bidder as a result of this engagement shall become the property of the District, and the District shall be entitled to use any and all such materials in any way desired by the District, in its sole and unfettered discretion.
- 8.5.2 The qualifications of each member of the respondent team are important criteria in the selection process. The selected Bidder will not be allowed to substitute any member of the team listed in the Proposal without prior written approval by the District. The District, in its sole and absolute discretion, reserves the right to accept or reject proposed changes to the team and personnel associated with the team and/or to negotiate the composition of the team.
- 8.5.3 Adherence to the schedule for the work is of critical importance to the District as time is of the essence, and agrees to dedicate the personnel listed in the Proposal to completing the work in accordance with the schedule outlined in this RFP. Bidders further acknowledge that the contract for the engagement may include significant liquidated damages for failure to perform in accordance with such schedule.
- 8.5.4 To having read this RFP in its entirety and agreeing to all terms and conditions set out in this RFP. Bidders also accept the responsibility to review and understand all applicable policies of the District, which may be found on the District’s website www.slps.org under “Shortcuts”, “Board Policies”.
- 8.5.5 The District, and any consultants retained by the District, have the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement information contained in respondent’s submission, and authorizes the release to the District and/or the District consultants of any and all information sought in such inquiry or investigation.
- 8.5.6 Under penalty of perjury, that to the best of his/her belief: A) the prices in the Proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter or agreement for the purpose of restriction competition as to any matter relating to such prices with any other Bidder, or any other competitor; B) unless otherwise required by law, the prices in this Proposal have not been knowingly disclosed by the Bidder, and will not be knowingly disclosed by the Bidder, prior to opening, directly or indirectly, to any other Bidder or competitor; and C) no attempt

has been made or will be made by the Bidder to induce any other person, partnership, corporation, or entity to submit or not to submit a proposal in response to this RFP for the purpose of restriction competition.

- 8.5.7 It is not delinquent in any real estate, personal property, or earning taxes assessed against it or which it is obligated to pay to St. Louis, Missouri.
 - 8.5.8 No fictitious name of any entity or person has been used in this Proposal, and no unidentified third-party will have an interest in any resulting contract or in the performance of any work under this Proposal.
 - 8.5.9 It does not do business as or operate under any fictitious name.
 - 8.5.10 It has only presented one Proposal in response to this RFP.
 - 8.5.11 The Proposal is made in good faith.
 - 8.5.12 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been convicted of a felony within the last five (5) years, which felony is related in any way to providing the services and/or items referenced in this RFP, or to the competency of the service provider to perform under any resulting contract.
 - 8.5.13 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal are not currently under investigation by any governmental agency and have not in the past four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, including conspiracy or collusion with respect to responding to any public contract.
 - 8.5.14 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been excluded from any procurement or non-procurement programs with the government as identified by the U.S. General Service Administration Office of Acquisition Policy.
- 8.6** Any misrepresentations or false statements contained in a response to this RFP or to any request for additional information related to this RFP, whether intentional or unintentional, shall be sufficient grounds for the District to remove respondents from competition for selection at any time.
- 8.7** Bidders shall ensure that no improper, unethical, or illegal relationships or conflicts of interest exist between the Bidder, any employee, officer, director, or principal of the Bidder or District and any other party. The District reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The District also reserves the right to decide in its sole and absolute discretion whether

disqualification of the Bidder and/or cancellation of the award shall result. Such disqualification or cancellation shall be without fault or liability to the District. In the event that the District disqualifies a Bidder based on such an improper communication or relationship, and that Bidder's Proposal would have otherwise been considered the lowest responsible bid complying with the terms of these specifications, the District reserves the right to select as the winning Proposal the next most qualified responsible bidder complying with the terms of these specifications.

- 8.8** Bidders agree that they will comply with all applicable federal, state, and local laws, regulations, ordinances, and other requirements that apply to the scope of work in this RFP, including, but not limited to, all reporting and registration requirements. Bidders further agree that this RFP and any contract awarded pursuant to it will be governed under the laws of the State of Missouri.

Section 9. FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”)

Pursuant to Missouri Revised Statute 285.530, all Bidders awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the Bidder must affirm the same through sworn affidavit and provisions of documentation, and sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District. Such agreement and affidavit is included as Attachment C to this RFP.

ATTACHMENT A

RFP # 007 -1819 Employee Benefits Broker Services Background

Through this RFP, the Board of Education is seeking to obtain proposals from qualified and experienced employee benefits brokers to provide the services described herein. The Board of Education intends to contract with the successful Proposer to provide advice and consultation to the Board about the health insurance industry, structuring fully and self-funded health care programs, third party administrators, insurance and service providers, products, underwriting and related reasonable costs.

Benefits Background

St. Louis Public Schools (District) has a work force of approximately 4,000 active employees at 65 different locations. District offers the following health and welfare plans:

Medical Plan – two fully insured medical plans for employees, eligible dependents and eligible retirees provided by UHC

Prescription Drug Plan – self-insured pharmacy plan for employees, eligible dependents and eligible retirees provided by **Express Scripts**.

Dental Plan –fully-insured dental plan for employee and eligible dependents provided by **Delta Dental Vision**

Plan – fully-insured employee and eligible dependent coverage provided by **VBA**

Basic Life Insurance and AD&D Plan – employee only coverage provided by **CIGNA**

Supplemental Life Insurance Plan – employee and eligible dependent coverage provided by **CIGNA Short-**

Term Disability and Long Term Disability Plan –employee only coverage provided by **CIGNA Flexible**

Spending Account Plan (medical and dependent) – provided by **ADP**

Active employees: the District **currently** covers the cost of the employee-only medical, prescription drug, dental and vision plans, and employees pay the full cost of dependent coverage and supplemental life insurance. The District pays the cost of basic life insurance, AD&D, STD, and LTD coverage.

Retirees: the District provides an \$80 per month subsidy for medical and prescription drug coverage to eligible retirees (same plans and cost as for active employees).

Specific Services

The successful Bidder will undertake and provide these services:

Benefit Consulting

1. Prepare, in consultation with the District, a strategic plan for health and welfare programs, including but not limited to medical, prescription drug, dental, vision, basic life insurance, AD&D, supplemental life insurance, short-term disability, long term disability, and medical and dependent flexible spending accounts. Conduct a feasibility analysis (including plan design and cost analysis) for a self-funded versus a fully insured health benefits program. The strategic plan

will:

- a. **Provide counsel, advice and recommendation about benefit design, plan provisions, offerings and programs provided to employees, retirees, and eligible dependents, including both self-insured and fully insured products and services on an on-going basis. This should include providing models of recommend plan design changes, model plan migrations and model employee contributions.** Evaluate the appropriateness of alternative financing mechanisms such as partial or complete self funding, and the financing structure, including recommended retention levels, stop-loss limits, etc., and trends that may affect the benefits programs
 - b. Contain recommendations on the benefit plan design and costs, and a comparative analysis of the plan to those of similar employers
 - c. Contain a discussion of initiatives for cost reduction with respect to health plans, including pharmacy costs, and costs related to the eligible retiree population
 - d. Outline a recommended direction for health care benefits for the Board of Education
2. Provide District with general guidance, information and advice on new developments, emerging trends, innovations and/or legislative changes affecting the delivery of employee benefits, including changes in the local and national marketplace, new methods for improving cost containment in existing plans, etc. Consultant is expected to display innovative and creative thinking, to actively and aggressively seek opportunities and to share those ideas with St. Louis Public Schools as appropriate in relations to St. Louis Public Schools Long Range Plan and objectives.
 3. Provide District with general benefits consultation on an as-needed basis for employee welfare benefits programs offered by the District, as well as conception, design, and implementation of wellness, prevention and other programs to reduce costs and risks to assets associated with health and welfare plans and performance in general. Provide District with information and guidance regarding HIPAA, HIPAA Privacy, COBRA and Section 125, and respond to questions and issues relating thereto.
 4. Meet with District's HR Benefit Staff on a monthly or more frequent basis. Arrange and/or attend vendor management meetings at a regular interval, as requested by the District and necessary to monitor operations, issues and to advise District on operational concerns and to assist staff in problem-solving and coming up with viable resolutions.
 5. Establish an annual service plan for the District including resources allocation and projected hours. Provide regular updates regarding ongoing consultant activities and progress on the annual service plan. Prepare and present an update on progress of assignments as outlined in the annual service plan.

Selection of and Contracting with Benefit Providers

6. Develop initial draft of the RFP specifications for insurers, self-insurance third party administrators and other service providers for fully insured or self-funded health care program and for other welfare benefit programs. Identify and develop marketing campaign plan which

includes identifying various vendors for the District's line of business. Prepare the initial draft of the Request for Proposal (RFP) for benefit products and services utilizing the District's required RFP format and specifications, and assist the District in the final preparation of RFP documents for benefit products and services. Receive, evaluate and prepare written comparative analysis of respondent proposals for best accuracy, completeness, terms, financial implications and competitiveness. Prepare written analysis of proposals for the District's use, as appropriate. Provide the District with reasonable preliminary renewal figures during the budget process. Services must include:

- a. Establishment of performance standards and penalties to be included in RFP's base on local and national industry best practices
 - b. Incorporating provisions for future requirements, such as cost containment initiatives
 - c. Determining the historical and management data needing to be included in RFPs, along with the data reporting formats
 - d. Determining items of plan information and utilization data needed to allow a prospective contractor to make a competitive bid (these elements include population data, plan of benefits, utilization data, financial data, and other important data)
 - e. Identifying all other information required for RFPs
 - f. Working with the Board of Education staff to establish vendor selection criteria
 - g. Participating in bidders question-and-answer meetings, interviews, and site visits with finalists, as appropriate
 - h. Reviewing the proposals received and providing a written analysis of their conformance to the selection criteria contained in the RFP, including scoring of proposals
 - i. Conducting a comparative analysis of proposals and making recommendations
 - j. Leading/participating in negotiations of contracts and agreements with selected vendors
 - k. Assuring timely issuance and execution of agreements, policies and endorsements
7. Initiate the annual contract renewal process in a timely manner and present annual renewal recommendations in a timeframe that meets each entity's respective deadlines. Advise and assist in reviewing contract renewals, documents, insurance policies and other documents for applicability, accuracy and consistency. Ensure all documents accurately reflect the agreed upon terms in the original RFP and that all contracts are signed off on prior to services beginning from the selected vendor. Negotiate all insurance and other health and welfare service renewals directly with vendors, focusing on competitive services, features and renewal terms and rates for each service, performance measures and penalties, and frequency and content of reports in coordination and collaboration with District's benefit staff.

Provide the District with pertinent reports, including the District's historical results and trends related to claims, utilization, wellness program results, and other information, as well as reasonable preliminary renewal figures during the budget process. Advise and assist the District benefits program with writing plan modifications and new plans, and assist in the amendment approval process, ensuring vendor performance to contract. Submit documents as required by Federal law.

8. Keep the District's benefit staff apprised of the status of all activities and contracts.
9. Provide ongoing advice and support to the District with regard to vendor management, assisting

to ensure that contracted carriers or vendors are fulfilling their contractual obligations. Occasionally, as directed by the District intervene in the event a dispute or misunderstanding should arise with regard to the implementation or interpretation of benefit plan provisions.

Financial Reporting

10. Evaluate, monitor and report upon the health and welfare plan vendors on an on-going basis, regarding:
 - a. Adherence to vendor agreements
 - b. Health claims in line with benefit coverage to assure accuracy of monthly reports
 - c. Technical accuracy of vendors
 - d. Evaluating claims cost and quality of service under current vendor contracts
 - e. Providing advice on claims costs and benefit design content, coverage and scope, and assisting in controlling costs, including analysis and advice on how to handle difficult claim situations and claims that are unavoidable (due to diseases and accidents) and avoidable claims related to lifestyle choices (e.g. smoking, obesity, drinking alcohol, not wearing seat belts, etc.)
11. Continuously evaluate areas where service needs to be improved or new services are needed to achieve financial and strategic goals, areas where other vendors can add value to program administration, and recommendations on areas in which new or additional RFPs are recommended.
12. Analyze, prepare and present accurate and timely quarterly plan financial status reports in a format agreed upon with the District's benefit staff. Analyze, prepare and present a summary annual report that includes all pertinent plan utilization and financial performance data to ensure that plans are performing as to expectations.
13. Provide benchmarks for design, contribution strategies, premium rates, deductible, co-pays, and coinsurance against national and local market surveys for comparison with other public entities (i.e. public schools, city and counties), as well as private companies. Report on findings at least annually with renewals.
14. Provide all necessary actuarial services, including funding projections and establishing premiums or funding.
15. Advise and assist in complying with federal and state requirements, and advising of market and like business benefits trends in Missouri, with recommended action to be taken by the District with regard to benefits plans. Advise on pending or new legislation and updates or changes to tax laws, IRS regulations and applicable state laws.
16. Assist in strategy, approach, design, preparation and delivery of employee health benefits communications concerning:
 - a. Open enrollment, including assisting with developing timelines, open enrollment

- materials, planning/participation in open enrollments meetings
 - b. Develop and execution of strategies for effective roll-out and ongoing communication with the retiree group
 - c. Current plan design and alternatives
 - d. Changes in the plans
 - e. Legislative or regulatory changes
 - f. How participants can get the most and best care from their health plan
 - g. The plan participant's role and responsibilities in consumer-driven health care
 - h. How to file claims for the fastest turn-around
 - i. Data about preventive health care initiatives (e.g. smoking cessation, obesity, etc)
 - j. Health care choices and future trends
 - k. The design of appropriate incentives and health improvement programs
 - l. Assistance in writing technical brochures, handbooks, policies, etc.
17. Be available for, and provide, answers to questions and resolve issues on a timely basis that arise during the year regarding employee benefits administration and service, provide ongoing general advice and assistance including, but not limited to:
- a. General benefits consultation on an as-needed basis for employee welfare benefits programs offered by the Board
 - b. As needed answers to questions and resolution of issues that arise during the year regarding employee benefits contract administration and service
 - c. Updating identification of appropriate markets, emerging plan costs and necessary changes, and benefit practices
 - d. Determination, creation, and delivery of necessary and requested reports
18. Participate, upon request, in meetings and telephone conferences with the Trustees of the Board of Education Health Benefits Trust (which is the funding vehicle for many benefits), the Board of Education staff, should need arise. Provide relevant health and welfare and other benefits information, as requested, including current status of benefits, recommendations for changes, and future health and welfare directions.
19. Arrange and coordinate face to face meetings and conference calls between all Board of Education health and welfare vendors and the Board of Education staff (and other invitees at the Board's election) to address implementation, service, and coverage issues. Discuss and coordinate information and actions with other vendors engaged by the District, when requested or necessary.
20. Maintain the confidentiality of the District's records and data, which cannot be sold, shared or otherwise disclosed to other companies or individuals without written permission from the District's designated authorized representatives.

Compliance

21. Provide the District's benefits staff with regular ongoing up-to-date information and advice on applicable federal, state and local regulatory requirements, to include but not limited to:

COBRA, HIPAA, Section 125, USERRA, IRS, and other legislation concerning employer-sponsor benefit plans.

22. Proactively notify the District, in writing, of any proposed, pending or upcoming changes in legislation applicable to the District, its benefits and programs. Provide necessary insight, support and guidance as requested to the District's benefit staff about steps to be undertaken to establish and maintain compliance with new or current regulations to which our plans are subject.

Plan Documents and Summary Plan Descriptions

23. At least annually, conduct a comprehensive review of all benefit plan documents, including recommendations for document revisions and/or updates necessary to ensure compliance with applicable legislative changes and/or industry best practices.

Research and Consulting Services

24. Occasionally, as directed by appropriate the District's benefits staff research questions that may arise through vendor or client discussions based on the consultant's book of business, ad hoc research, or survey analysis.

Strategic Discussions

25. Provide ongoing advice and support for the District with regard to new directions, innovations, or programs that either entity should be exploring as a means of further enhancing or improving the overall package of benefits offered. These strategic discussions should be based upon respondent's familiarity and understanding of the client's short-term and long term plans/goals and objectives.

Special Projects

26. Occasionally, as directed by the District's benefit staff, obtain formal quotes for other miscellaneous benefit services. Evaluate these against the stated objectives of the District.

Engagement Costs

27. Full Disclosure: Full and complete disclosure and transparency is required. All agreements and arrangements (local or national) must be identified on an on-going basis that would provide the bidder or any affiliate with any commissions (including contingent amounts), referral fees, finders, other fees, bonuses, rebates, reductions, administrative fees, management fees, or any other compensation or remuneration of whatever form or type. All such amounts must be fully disclosed, reported on a monthly basis, and offset and credit against any fees or amounts that the District would pay the broker. Unless expressly approved, in writing, by the District, bidder may not receive or accept any commissions (including contingent amounts), referral fees, finders, other fees, bonuses, rebates, reductions, administrative fees, management fees, or any other compensation or remuneration of whatever form or type from any person with respect to the District, or its benefits,

participants, contracts, plans, programs or business.

28. The District requires 120 day advance notice of non-renewal. All fees should be guaranteed for a minimum of 12 months and the contract must include a guaranteed renewable clause. The first contract year will be for a 12-month period. Subsequent contracts will be for a 12-month duration with a right to terminate upon 30-day prior written notice by either party.
29. All third party vendors that will be used by the bidder for any of the services required under the RFP must be disclosed to the District and the specific services to be performed by each such vendor. Such list must be updated by the bidder upon any change in the vendors or their services.

Other

30. Include the appropriate District personnel on all communications with the District.
31. Schedule and participate in person in monthly meetings on the District's campus with benefits staff that address trends, governmental changes and best practices. Meetings should also address plan design changes or strategies the District should consider to address trends, along with models of recommended plan design changes, model plan migrations and model employee contributions.
32. When benefits are up for bid, provide recommendations and analysis of additional of various plan designs with models of recommend plan design changes, model plan migrations and model employee contributions. Provide and recommend options which are cost effective as well as options which address the District's culture and population of employees.
33. Must be bonded and have appropriate liability insurance. Must also have all required licenses and permits required to perform services.
34. Compliance with Section 7.2 of the RFP. Bidder must also identify how it plans to assist the District with the District's commitments set forth in Section 7.1. Bidder must measure and report on anticipated and actual MBE/WBE participation.
35. Upon termination, bidder must provide the District with transitional run out services for a period of not less than 90 days after termination. The transitional run out services must include delivery of all services performed under the contract, transfer of data and records (at no charge) to replacement vendor designated by the District, completion of all outstanding projects, provide records and data in electronic and paper formation to District (at no charge).

ATTACHMENT B

RFP# 007 – 1819 EMPLOYEE BENEFITS BROKER SERVICES COST / PRICING PROPOSAL

1. The following describes our cost/pricing proposal to provide services specified in Attachment A – Scope of Services of the Employee Benefits Brokerage Services, Employee Benefits Brokerage Services, dated October 17, 2018

Fees: Note the District’s preference is to receive firm, fixed pricing.

Feasibility Study, Bidding, and Implementation of Health Care Plan and Network	
Phase One: Preliminary Assessment	
Phase Two: Health Plan Bidding and Accessibility Analysis	
Phase Three: Implementation and Cost Projections for Medical Plan (including preliminary reserve estimate), if self-insured	
Subtotal for Services	

Ongoing Consulting Services – Bidder’s Attachment A to its Proposal	
Year One	
Year Two	
Communication Campaign	
Subtotal for services	

Total Fees	
Year One	
Year Two	
Year Three	

2. Detailed Explanation of the Services to be provided under the above cost/pricing proposal. (To be attached as Bidder’s Attachment A to its Proposal)

3. Optional Proposal - Additional fee (if any) for services outlined below.

Vendor Audit(medical)	
PBM audit	
Bidding of certain plans	
GASB valuation	
Medicare RX benefit study	

4. Please attach the detail addressing Sections 5.3.2 and 5.3.3 as Attachment B, Exhibit 1.

Signature of Authorized Official

Date

Company Name

5. Please attach the detail addressing Sections 5.3.2 and 5.3.3 as Attachment B, Exhibit 1.

Signature of Authorized Official

Date

Company Name

ATTACHMENT C

AGREEMENT

[Name of Vendor]:

a) Agrees to have an authorized person execute the “Federal Work Authorization Program Affidavit” attached hereto and deliver the same to The Special Administrative Board of the Transitional School District of the City of St. Louis (d/b/a St. Louis Public School System) (“District”) prior to or contemporaneously with the execution of a contract with the District;

b) Affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;

c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;

d) Affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;

e) Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;

f) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and

g) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____
(Signature)

Printed Name and Title: _____

For and on behalf of: _____
(Company Name)

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

STATE OF MISSOURI)

) ss.

COUNTY OF _____)

On this ___ day of _____, 20___, before me, _____, a Notary Public in and for such County and State, personally appeared _____ of _____, known to me to be the person who executed the affidavit on behalf of said _____ and acknowledged to me that he or she executed the same for the purposes therein stated. Subscribed and affirmed before me this ____ day of _____, 20___.

Notary Public

My commission expires on: _____

ATTACHMENT D

BIDDER AFFIRMATION FORM

RFP TITLE: Employee Benefits Broker Services

RFP # 007- 1819:

NAME OF BIDDER: _____

After careful consideration of the solicitation document in its entirety, Request for Proposal for RFP# 007-1819, Employee Benefits Broker Services, and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

The Bidder's Checklist in Attachment E of the RFP has been complied with, is completed, and is enclosed with this Proposal.

For consideration of this proposal, the undersigned hereby affirms that (1) he/she is a duly authorized official of the company, (2) that the offer is being submitted on behalf of the bidder in accordance with any terms and conditions set forth in this document and (3) that the company will accept any awards made to it as a result of the offer submitted herein for a minimum of one year following the date of submission.

If notified in writing by mail or delivery of the acceptance of these documents, the undersigned agrees to furnish and deliver to the District within three (3) days, proof of liability insurance.

The District shall provide the Bidder with a contract agreement, which will set forth the terms of this agreement. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Missouri.

Nondiscrimination in Employment: We the supplier of goods, materials, equipment or services covered by this proposal or contract have not discriminated in the employment, in any way, against any person or persons, or refused to continue the employment of any person or persons on account of their race, creed, color, or national origin.

Respectfully submitted, Authorized Official: Title _____

Print Name	Signature	Date
------------	-----------	------

Address

() _____ () _____ _____

Business Telephone Number Facsimile E-Mail Address

The full names and addresses of persons and organizations interested in the foregoing Request For Proposal as principals of the company are as follows:

**ATTACHMENT E
BIDDER CHECKLIST**

RFP TITLE: Employee Benefits Broker Services
RFP # 007-1819:

- () Submitted all information as requested.
- () Received _____ number of addendum(s).
- () Submitted one (1) original, (3) copies and (2) electronic CDs or flash drives.
- () Signed Federal Work Authorization Program Agreement.
- () Signed and notarized Federal Work Authorization Program agreement and affidavit
- () Signed Bidder Affirmation Form (by an authorized official of the company where appropriate).
- () Signed and dated Cost / Pricing Proposal.
- () No conditions or restrictions have been placed by the company on this Proposal that would declare it non-responsive.
- () Prepared to provide the insurance required.
- () Submitted a copy all certificates and license including, but not limited to, the license (to conduct business in the City of St. Louis, Missouri).
- () Submitted state tax identification number. _____

Signature of Authorized Official

Date

Company Name

ATTACHMENT F
NON-SUBMITTAL RESPONSE FORM

RFP TITLE: Employee Benefits Broker Services
RFP # 007-1819:

NOTE TO BIDDER:

If your company's response is a "non-submittal", the District is very interested in the reason for such response since the District desires to ensure that the procurement process is fair, non-restrictive and attracts maximum participation from interested companies. We, therefore, appreciate your response to this non-submittal response form.

Please indicate your reason for responding with a "non-submittal":

- Unable to meet the requirements for this project.
 - Unable to meet the time frame established for start and/or completion of the project.
 - Received too late to reply. Received on _____ .
 - Please remove our company's name from receiving similar type solicitations.
 - Other: _____

-

Your response will be given careful consideration, and included in the contract file. Your input will assist the District in determining changes necessary to increase participation and competition.

Authorized Signature **Title** **Date**

Name of Company / Consultant

Company Address

() _____ () _____
Business Telephone Number **Facsimile**

E-Mail Address