



ROCKWOOD SCHOOL DISTRICT
REQUEST FOR PROPOSALS

RFP No.: RFPHRBE0816

Title: BENEFIT CONSULTANT

Issue Date: August 12, 2016

This document constitutes Rockwood School District's (hereafter called the "District" or "RSD") Request for Proposals ("RFP") soliciting proposals from qualified individuals, firms or organizations to provide consulting and planning services as described in this RFP.

SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 3:00 PM, CDT, ON FRIDAY, SEPTEMBER 9, 2016. Proposals submitted after that time and date will be rejected and returned.

PROPOSALS SHALL BE SUBMITTED TO:

Coordinator of Benefits
Rockwood School District
111 East North Street
Eureka, Missouri 63025

All inquiries for information regarding Proposal Preparation and Submission Requirements shall be in writing and shall be directed to:

Coordinator of Benefits
Lori Roach
Rockwood School District
111 East North Street
Eureka, Missouri 63025
Tel. No. 636.733.2243
Email: roachlori@rsdmo.org

All other communications and questions regarding this RFP must be directed to the above individual. No other contact with any members of the Rockwood School Board, any administrators, staff or employees of the District is permitted before or after completion of the RFP process. Failure to follow this directive or any attempt to contact or to influence any such



person may result in rejection or disqualification of a proposal.

Any and all responses to written requests for information and questions will be in writing and will be sent to all known interested parties. Any oral responses will be considered unauthorized and non-binding on the District.

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I. RFP INSTRUCTIONS AND CONDITIONS

1. INTRODUCTION

The District is a nationally recognized, diverse community of learners. Currently the District serves over 22,000 students, made up of four high schools, six middle schools, and nineteen elementary schools, a talented and gifted campus, and a school for at-risk high school students. The District employs over 2,500 people, and covers 150 square miles in much of western St. Louis and northern Jefferson counties. The District was named “Accredited with Distinction” by the Missouri Department of Education, the highest rating granted by the State of Missouri. Additional detailed information about the District may be found at www.rsdmo.org.

The Rockwood School District (RSD) is soliciting proposals for Benefit Consultant services to assist in evaluating options for its employee benefit plans as well as with the ongoing administration of such plans.

2. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. In order to be considered, proposers must submit two (2) hardcopies of the proposal and one electronic copy. Proposals shall be signed and printed or type written, submitted sealed with the envelope plainly marked with the title and RFP No.: “**RFPHRBE0816**”. Proposals shall be delivered to:

Coordinator of Benefits
Lori Roach
Rockwood School District
RFPHRBE0816
111 East North Street
Eureka, Missouri 63025

SEALED PROPOSALS FOR FURNISHING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED BY 3:00 PM CDT ON FRIDAY, SEPTEMBER 9, 2016. Proposals submitted after that time and date will be rejected and returned.

B. Proposals shall be prepared simply, but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. At the same time, proposals should be as thorough and detailed as possible so that the District may properly evaluate the Proposer's capabilities to provide the required services.



Electronic or facsimile proposals alone will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.

C. Proposers must include at least the following information, data and responses labeled accordingly in their proposals (i.e. C1, D, E. etc.):

(1) Proposer's full name and principal office address, and descriptions of the type of business entity (e.g., publicly held corporation, private non-profit, proprietorship, partnership, etc.).

(2) If Proposer is incorporated, include the State, in which it is incorporated, and list the name and occupation of those individuals servicing on the board of directors, along with the name of any entity or person owning 10% or more of the corporation.

(3) The name, title, mailing address, telephone number, fax number, and email address of the contact person for this RFP and the proposal.

(4) A summary description or work plan which describes how Proposer intends to perform the required services and include a description of any involvement and responsibilities which would be required of the District.

(5) The name(s) of the employees, persons or contractor(s) proposed to perform the services, and describe the qualifications and experience of each.

(6) Description of the manner by which Proposer proposes to be compensated for the services to be provided, including a listing or schedule of fees, commissions, costs and expenses, including reimbursable costs and Proposer's total annual cost for the services to be provided.

D. Proposers must provide a description or evidence of their experience and qualifications to undertake and to provide the services described in this RFP with a particular emphasis upon experience and services provided to Missouri K-12 school districts.

E. Proposers must provide evidence or information as to their financial condition and stability.

F. Proposers must provide a minimum of five (5) references with names, addresses and phone numbers, and including specifically any governmental entities and school districts for which each Proposer has provided services.



- G. Proposers must state whether they have been involved in any litigation during the last five years, and if so, describe any such litigation.

3. AWARD

Award(s) will be made to the responsive and responsible Proposer(s) whose proposal(s) is deemed to be most advantageous to the District, taking into account overall content of the proposal, cost, overall proposal, experience and qualifications of the firm and staff assigned and quality and content of the manner in which the services are proposed to be performed. The District reserves the right to split the award or to make multiple awards, and to make award on a part or portion of a proposal. The District may request additional information and/or an interview with some or all Proposers as part of the selection process. In no event shall the District be required to explain the evaluation process or award selection to any Proposer.

4. RIGHT TO REJECT

The District reserves the right to accept any proposal, to reject any and all proposals, and to waive any irregularities or informalities in any proposals. Conditional proposals will not be accepted.

5. PROPOSALS 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.

6. COST OF PREPARATION

The cost of preparing and submitting a response to this RFP will be assumed solely by each Proposer, whether or not any agreement is signed as a result of this RFP.

7. OWNERSHIP OF SUBMITTALS

All completed proposals submitted in response to this RFP become the property of the District upon submission. The District may use the proposal for any purpose deemed appropriate. The proposal material may become part of any contract between the successful Proposer and the District.

8. RFP INTERPRETATION



Interpretation of the wording of this RFP will be the responsibility of the District and that interpretation will be final and binding.

9. PRICE

Proposers are cautioned that services must be furnished at the fees, costs and/or rates submitted and proposed unless otherwise stated. **The District is requesting annual pricing for five (5) years.**

10. CONTRACT

The Rockwood Board of Education must formally approve the award of any contract(s) or agreement to purchase with approval anticipated to be received by November 10, 2016. The successful Proposer will be required to enter into a five (5) year, written contract with the District which will include, but not be limited to, the scope of services described herein and the contract provisions included herein.

11. INSURANCE

The successful Proposer will be expected to provide the following types of insurance with the described limits:

- Comprehensive General Liability - \$ 1,000,000 per person per occurrence
(including Contractual Liability)
 - \$ 1,000,000 property damage per occurrence
 - \$ 1,000,000 aggregate all claims per occurrence
- Workers' Compensation - As required by applicable law
- Employer's Liability - \$ 1,000,000 per occurrence
- Automotive Liability - \$ 1,000,000 per occurrence
- Professional Errors and Omissions - \$ 1,000,000 per occurrence

12. TAXES



Proposers shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, or STATE RETAIL SALES TAX in their cost proposal, as these taxes do not apply to the District.

13. NO PARTICIPATION

The successful Proposer shall not directly or indirectly participate as a proposer, bidder, or subcontractor to a proposer or bidder on any bids or request for proposals to be designed, or services to be provided, as part of the projects contemplated by this RFP. Consultants assigned to this engagement cannot be an agent, contractor, sub-contractor or employee of an insurance company that could offer employee benefit packages in response to a bid request released on behalf of the District.

14. USE OF INFORMATION

- A. Any specifications, drawings, sketches, models, samples, data, computer programs or documentation or other technical or business information (“Information”) furnished or disclosed to interested parties under this RFP, or as the result of this RFP, shall remain the property of District and, when in tangible form, all copies of such information shall be returned to District upon request. Unless such information was previously known to a party, free of any obligation to keep it confidential, or has been or is subsequently made public by District or a third party, it shall be held in confidence by such party, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.
- B. No specifications, drawings, sketched, models, samples, tools, or other apparatus programs, technical information or data, written, oral or otherwise, furnished by any interested party to the District under this RFP shall be considered to be confidential or proprietary.

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II. DESCRIPTION OF SERVICES

Through this RFP, the District is seeking to obtain proposals from qualified and experienced persons, organizations, companies or firms to provide the services described herein. The District intends to contract with the successful Proposer to provide advice and consultation to the District about the services to be provided, related matters, and related reasonable costs. Proposer shall be capable of providing such services which shall include, but not be limited to the specifications below.

SPECIFIC SERVICES:

The Proposer's response shall include confirmation of their ability to complete the following services and narrative responses to all questions in the *Account Team and Additional Information* sections.

Analysis and Fiscal Management

1. Annually provide comparative benchmark data in our industry and geographical area with regards to benefit and welfare plans including but not limited to premiums, out of pocket costs, value of plans to be used to determine plan competitiveness and strategies.
2. At least annually perform statistical analysis and claim reserve studies on the claims and utilization of the benefit plans to be used for annual renewals.
3. Provide quarterly financial forecast reports for the current plan year.
4. Annually, make recommendations for appropriate premium rate structures based on analysis of plans.
5. Provide analysis including premium and claims costs specific to each plan. (i.e., employee, employee/spouse, employee/1 child, employee/2 children, etc.)
6. Conduct an annual and semi-annual plan reviews to determine success, areas of focus, as well as reduction of liability.
7. Annually, review current carrier plans and performance, and provide report on findings.



Communications and Service

8. Attend meetings called by the District for such purposes of discussion, review, and evaluation of the District's benefit plans.
9. Attend Board of Education meetings as needed for a resource for benefit related agenda items.
10. Participate in an advisory capacity to the District Insurance Committee.
11. Agree to primary communications with District administration and to not participate in ex parte communications with other parties.
12. Proactively schedule meetings with client to discuss issues, concerns, and recommendations as needed.
13. Work with and maintain relationships on behalf of the District with all contracted carriers and services providers.
14. Assist the district Administration when areas of concern arise with vendors.
15. Schedule annual and semi-annual vendor review meetings.

Compliance and Legal

16. Annually propose recommendations with respect to compliance with all appropriate tax codes, as well as state and federal regulations governing benefit plans.
17. Annually review current legal plan documents for benefit plans and advise on recommended changes.
18. Proactively educate and help implement changes related to the Affordable Care Act and other legislative updates.
19. Annually, review all insurance company policies and third party administrator agreements to evaluate adherence, competitiveness, performance, compliance, etc.
20. Consult with the District on all benefit regulatory compliance issues and assist in the preparation of reporting requirements. The successful vendor must be able to



provide direction to the District on implementation of all applicable aspects of the Affordable Care Act.

21. Consult and assist the District to maintain compliance with regulations such as COBRA, HIPPA, ACA etc.
22. Provide legal updates in a timely manner and assist with compliance of current and new regulations.

Strategic Planning

23. Annually propose recommendations with respect to compliance with all appropriate tax codes, as well as state and federal regulations governing benefit plans.
24. Annually review current legal plan documents for benefit plans and advise on recommended changes.
25. Proactively provide information on benefit issues, trends, possible new benefits and proposed or new legislation.
26. RSD conducts a “public bidding process” for all services; will that be a concern for your firm?
27. Conduct renewal negotiations with the carrier(s) utilized and prepare a complete and detailed accounting of all claim costs, provider access fees, administrative expenses, risk charges, investment performances, etc.
28. Take the lead in the development of the request for proposal (RFP) for administrator and underwriter selection, analysis of proposals, and recommendations of plan design and funding methods to be employed for all health & welfare plans including medical, prescription drugs, dental, vision, stop loss insurance, life and AD&D insurance, long-term disability, employee assistance program, flexible spending administration, optional life insurance and other benefits that could be adopted by the District in the future. If a separate fee, provide cost per RFP.
29. Make recommendation regarding the (RFP) vendor selection.



30. Obtain for the district the vendor contract as a condition to Board of Education approval.
31. Confirm no separate broker fees are paid to your organization from vendors as a result of RSD RFP process.
32. Disclose any brokerage fees proposed or received from RSD vendor.
33. Provide open enrollment support including, but not limited to, developing timeline, assisting with communication materials, attending health fair and participating in open enrollment meetings.
34. Assist in the development of employee communication tools as needed, including the design and preparation of written material, video messages, on-site employee meetings, etc. If there is a separate fee, please specify.
35. Provide assistance with wellness strategies and goals.

Other Services:

36. Do you provide health and productivity modeling, forecasting or ROI data?
37. Do you conduct 105h and Section 125 testing on plans? If a separate fee, provide cost per test.
38. If no to previous, can you provide recommendations for vendor to complete 105h and Section 125 testing on plans?

Account Team: (Provide a Narrative Response)

1. Please describe the experience of everyone who would be assigned to the RSD account.
2. What is the client makeup (# of clients, size of clients, etc.) for each person who would be assigned to the RSD account?
3. Who would the District contact be for various situations (claims issues, bidding processes, compliance questions, financial evaluations/projections, etc.)



and what your firm's response time expectations are for initial response and question/issue resolution.

Additional Information: (Provide a Narrative Response)

1. Specifically describe what differentiates your Company from its competitors including any value-added services that are not outlined in this RFP but would be included at no additional expense. Include samples of communications, reporting, etc. which may be tailored for RSD.
2. Please describe your philosophy on and process for strategic planning.
3. Please address options that may be available for putting your fees at risk?
4. What types of educational resources are available to your clients?
5. Please describe the benchmarking tools and resources that would be available to RSD.
6. How would you ensure that RSD's plans, practices and documents are in compliance with all applicable state and federal guidelines?
7. Describe your process for calculating medical premiums for self-funded plans. How often do you perform a loss ratio comparison by Plan/by tier?
8. What is your philosophy on the reserve needed by a health plan?
9. How often do you recommend analyzing and adjusting plan premiums and tiers for plan costs and expenses?
10. How often do you recommend vendor claims audits?
11. What role would you play in the determination and payment of Transitional Reinsurance fees and Patient-Centered Outcomes Research fees?
12. Should the District decide to add a benefit that does not exist currently, such as an employee health clinic, please describe the cost structure of additional benefit proposals/marketing.



III. CONTRACT TERMS AND CONDITIONS

1. INTRODUCTION TO THIS SECTION

The successful Proposer will be expected to enter into a written contract with the District. The terms and conditions in this section are expected to be incorporated into any contract awarded as a result of this RFP. In submitting a proposal, the Proposer agrees to the terms and conditions in this section, unless a statement is made to the contrary. Acceptance of alternate language, terms and conditions is at the sole discretion of the District. While the exact term of the contract is subject to final determination, the successful Proposer would be expected to commence the services on or about January 1, 2017 and complete the services on or about December 31, 2021, for a term of five (5) years. The following terms and conditions are not to be considered complete, and other terms and conditions will be included in any resulting contract.

2. WARRANTY FOR SERVICES

Contractor warrants and represents to the District that Contractor possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Contractor further warrants and represents that the Services will be performed in a professional, good, thorough and workmanlike manner, and consistent with accepted industry standards.

3. REMEDIES FOR UNSATISFACTORY SERVICES

In the event Contractor fails to provide the Services consistent with the warranties and representations set forth in Section 4 above, the District at its option, may: (a) require Contractor to reperform the unsatisfactory Services at no cost to the District; (b) refuse to pay Contractor for Services, unless and until Services are corrected and performed satisfactorily; (c) require Contractor to reimburse the District all amounts paid for such unsatisfactory Services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the District shall be deemed to be mutual and severable, and not exclusive.

4. INSURANCE

- A. Contractor shall maintain occurrence-based insurance including comprehensive general liability, automotive liability, and if applicable, worker's compensation and employers' liability in the amounts described herein. Such insurance shall be provided by insurance companies authorized to do business in the State of



Missouri.

- B. The District shall be included as an additional insured on all required insurance policies, except Worker's Compensation and Employers' Liability, with respect to the liability arising out of the performance of Contractor's Services under this Agreement.
- C. Certificates of insurance of Contractor's insurance coverage shall be furnished to the District at the time of commencement of the Services.
- D. All such insurance shall provide for notice to the District of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

5. TERMINATION

- A. The District may terminate this Agreement with or without cause at any time by giving 30 days' prior written notice to the other party of its intention to terminate as of the date specified in the notice. Contractor shall be paid for Services satisfactorily performed up to the time notice of termination is received. Contractor shall also be paid for all Services satisfactorily performed between the time notice is received and the date of termination, as long as all such performed Services are approved by the Board in a separate writing and in advance of their performance.
- B. In the event of a breach of this Agreement by either Contractor or the District, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 15 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by providing written notice of such termination.

6. INDEMNITY

Contractor agrees to indemnify and hold harmless the District and the members of the Rockwood Board of Education, and the District's officers, employees, servants and agents from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative, administrative or judicial proceeding, whether or not designated a party thereto) which may be suffered by, incurred by or threatened against the District or any members, officers, employees, servants or agents of the District on account of or resulting from injury, or claim of injury, to person or property arising from Contractor's actions or



omissions relating to this Agreement, or arising out of Contractor's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Contractor.

7. GOVERNING LAW - JURISDICTION

This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the County of St. Louis, Missouri. Any legal action arising out of, or relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the County of St. Louis, Missouri.

8. REPORTING

During the term of this Agreement, Contractor shall report to, and confer with, the District's Assistant Superintendent of HR or Chief Financial Officer and/or their designee on a regular basis, and as may be reasonably requested, concerning the Services performed by Contractor and issues related to the Services. Contractor also agrees to meet and confer with other District administrators, officers and employees as directed, or as may be necessary or appropriate.

9. ASSIGNMENT

Contractor agrees, for Contractor and on behalf of Contractor's successors, heirs, executors, administrators, and any person or persons claiming under Contractor, that this Agreement and the obligations, rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process, without the express written consent of the District. Any attempt to do so, contrary to these terms, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

10. LICENSES AND PERMITS

Contractor shall obtain at Contractor's expense all licenses and permits necessary to perform the Services.

11. CONTRACTOR REPRESENTATIONS

Contractor acknowledges and represents that (i) Contractor is legally authorized to transact business in the State of Missouri and to provide the Services required hereunder,



(ii) the entering into this Agreement has been duly approved by the Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor will comply with all State, federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of Services on the basis of race, color, national origin, sex, sexual orientation, age or disability. Contractor also agrees to abide by all applicable District policies and regulations.

12. INDEPENDENT CONTRACTOR

The District and Contractor agree that Contractor will act for all purposes as an independent contractor and not as an employee, in the performance of Contractor's duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor's Services, including by way of illustration but not limitation, federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes. In addition, Contractor and Contractor's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. Contractor shall have no authority to assume or incur any obligation or responsibility, nor make any warranty for or on behalf of the District or to attempt to bind the District.

13. FEDERAL WORK AUTHORIZATION PROGRAM

As an independent contractor of the District, Consultants will provide documentation and a sworn affidavit that all employees of Consultants are not considered unauthorized aliens as defined by Federal law and are enrolled in and actively participate in a federal work authorization program (FWAP) used to verify citizenship information of newly hired employees under the Immigration Reform and Control Act of 1986. Consultants must also sign and provide to the District an affidavit indicating they do not knowingly employ any unauthorized aliens under this agreement.