

**ROCKWOOD SCHOOL DISTRICT
REQUEST FOR PROPOSAL
Basic Life/Optional Life/Long Term Disability Coverage**

RFP No.: RFP1123HRLIFELTD

Issue Date: 1/9/2023

BELOW SIGNED INTENT TO QUOTE AND DATA REQUEST MUST BE RECEIVED NO LATER THAN: 1/13/2023 3:00 PM CST. INTENT AND REQUEST SHALL BE SUBMITTED TO: Rebecca.moore@usi.com.

Data will be sent electronically via secure email or shared site. The link to access the data will be sent to the contact listed below. Please include the full contact information for one (1) person who will be receiving the data at your Company:

Contact Name: _____

Contact Email: _____ **Contact Phone:** _____

The Proposer hereby declares understanding, agreement and certification of compliance to provide the items and or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (RFP) and as modified by any addenda thereto. On behalf of _____, I confirm we intend to respond to the Basic Life/Optional Life/Long Term Disability Coverage Request for Proposal.

I further acknowledge that any information supplied in conjunction therewith, submitted for the intent of providing services to Rockwood School District will become the property of Rockwood School District, and will be subject to disclosure under the Freedom of Information Act or applicable state law (known as open records law, public records law or sunshine law Add if Missouri Group specifically in Missouri, Mo. Rev. Stat. Secs. 610.010 to 610.226), regardless of any confidentiality or non-disclosure agreement with USI Insurance Services.

SIGNATURE REQUIRED

Client Name: Rockwood School District		RFP No: RFP1123HRLIFELTD
Authorized Signature		Date
Printed Name		Title
Company Name		
Mailing Address		
City, State, Zip		
Phone Number	Fax Number	Email Address

**ROCKWOOD SCHOOL DISTRICT
REQUEST FOR PROPOSAL
Basic Life/Optional Life/Long Term Disability Coverage**

This document constitutes Rockwood School District (hereafter called the “District”) Request for Proposal (“RFP”) soliciting proposals from qualified individuals, firms or organizations to provide Basic Life/Optional Life/Long Term Disability Coverage described in this RFP. Optional life includes employee, spouse and dependent life.

INTENT TO QUOTE AND DATA REQUEST MUST BE RECEIVED NO LATER THAN: 1/13/2023 3:00 PM CST. Please include the full contact information for one (1) person who will be receiving the data at your Company.

SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 2/10/2023 3:00 PM CST. Proposals submitted after that time and date will be rejected and returned.

HARD COPY PROPOSALS SHALL BE SUBMITTED TO:

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

The electronic copy shall be delivered via email to Rebecca.moore@usi.com and Dean.eggerding@usi.com by the time below. If documents are unable to be emailed, the electronic copy can be uploaded to a shared drive. Please contact Rebecca Moore for instructions prior to the deadline.

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

Rebecca.moore@USI.com

All other communications and questions regarding this RFP must be directed to the above individual and received no later than 1/20/2023 3:00 PM CST. No contact with any members of the District’s Board, administration, 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. Questions will be responded to all at one time following the questions deadline.

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Important Dates and Information

- **Issue Date:** 1/9/2023
- **Intent to Quote & Data Request Due:**.....1/13/2023 3:00 PM CST
- **Questions Due:** 1/20/2023 3:00 PM CST
- **Finalist Interview(s) tentative:**3/25/2023
- **Plan Effective Date**.....11/01/2023
- **Line(s) of Service:** Basic Life/Optional Life/Long Term Disability Coverage
- **Eligibility/Census:**..... Available upon e-mailed data request to Rebecca.moore@usi.com by 1/13/2023
- **Plan Information**..... Available upon e-mailed request to Rebecca.moore@usi.com
- **Proposal Due:** 2/10/2023 3:00 PM CST
- **Contracts Due**..... The final contract must be available prior to the District's 6/22/2023 Board meeting
- **Declining the RFP:**..... Companies declining to offer a proposal for coverage should submit their declination via email to Rebecca.moore@usi.com by 1/13/2023
- **Commission:** Net of all commissions, contingent commissions or overrides

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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 21,000 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 4,000 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.

Rockwood School District is pleased to invite you to submit a proposal for its Basic Life/Optional Life/Long Term Disability Coverage. Proposals submitted in response to the specifications contained herein shall comply with the instructions and procedures detailed in this Request for Proposal (RFP).

The District is seeking proposals for Basic Life/Optional Life/Long Term Disability Coverage for their employees and their dependents. Any additional services your Company believes will be beneficial to the District are expected to be included in the pricing. Plan design details, claims/premium history and current census will be provided upon request. The District has approximately 2,311 employees who are eligible to participate in its Basic Life/Optional Life/Long Term Disability Coverage.

2. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

- A. In order to be considered, proposers must submit 2 hard copies of the proposal and 1 electronic copy. Proposals shall be signed and printed, submitted in a sealed envelope that is plainly marked with the title and RFP No.: **RFP1123HRLIFELTD**. Hard copy proposals shall be delivered to:

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

The electronic copy shall be delivered via email to Rebecca.moore@usi.com by the time below. If documents are unable to be emailed, the electronic copy can be uploaded to a shared drive. Please contact Rebecca Moore for instructions prior to the deadline.

SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED BY 2/10/2023 3:00 PM CST. 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 your Company’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.

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C. Proposals 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 serving 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 cost for the services to be provided.
 - a. Indicate if proposed pricing includes the acceptance of payment with a procurement card (p-card) or credit card in lieu of a check. If Proposer agrees, no additional fees shall be charged to the District for card acceptance.
 - b. Indicate if proposed pricing could be offered to other Missouri school districts of similar size and order volumes.

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. Proposer must provide a Certificate of Good Standing indicating they have filed all reports and paid the necessary fees to the Secretary of State's office in the state they are licensed in.

G. 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.

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

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3. AWARD

Award(s) will be made to the responsive and responsible Company whose proposal(s) is deemed to be most advantageous to the District, taking into account overall content of the proposal, experience and qualifications of the firm and staff assigned, quality of the manner in which the services are proposed to be performed and cost. 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 Companies as part of the selection process. In no event shall the District be required to explain the evaluation process or award selection to any Company.

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 Company, 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 will become part of any contract between the successful Proposer and the District. All responses are the property of the District, not USI Insurance Services, and will be subject to the Missouri Sunshine Law (Mo. Rev. Stat. Secs. 610.010 to 610.226).

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

Companies are cautioned that services must be furnished at the fees, costs and/or rates submitted and proposed unless otherwise stated. No increase in costs will be permitted during the term of the contract.

10. CONTRACT

The District's Board of Education must formally approve the award of any contract(s) or agreement to purchase.

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The successful Company will be required to enter into a 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. **The contract term is expected to commence on 11/1/2023 and continue through 10/31/2026.**

11. INSURANCE

The successful Company 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

Companies 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 Company 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.

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, sketches, 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. OVERVIEW OF SERVICES AND RFP PROCESS

SCOPE OF WORK

Rockwood School District is seeking proposals for comprehensive Basic Life/Optional Life/Long Term Disability coverage for its 2,299 eligible plan enrollees. The District's contract with Lincoln Financial Group Insurance Company (Life/Optional Life) and Met Life (LTD) expires on 10/31/2023.

The selected Company must be capable of providing the District the following services and data reporting effective 11/1/2023. Any requirements that cannot be met according to the specifications must be noted herein.

INFORMATION REQUESTS

Data to be provided: census, summary plan descriptions and premium history.

Please contact Rebecca Moore via e-mail at Rebecca.moore@usi.com to confirm interest. Data will be sent to all who returned the Intent to Quote and Data Request. The link will be sent to the email address provided.

CRITERIA FOR SELECTION

Proposals will be evaluated by the District and its consultant. The following will serve as the basic criteria for the selection of the Company eventually chosen.

1. Understanding of the work required by the Company as evidenced by the Proposal.
2. The qualifications of the Company and the team assigned to the District.
3. Total resources of the Company that can be applied to the advantage of the District.
4. The scope of services offered and the extent to which they meet or exceed the requirements of the District.
5. The total cost of the services offered to the District.

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III. QUESTIONNAIRE(S)

LIFE/OPTIONAL LIFE QUESTIONNAIRE

Proposers' response shall include narrative responses to the questions contained within questionnaire.

GENERAL QUALIFICATIONS AND EXPERIENCE

1. The name, title, mailing address, telephone number and email address of the contact person for this RFP and the proposal.
2. Specify how long the Company has been in business performing the services requested.
3. Indicate whether the Company is privately or publicly held and who owns the Company and where it is incorporated.
4. Are you a licensed carrier? If so, in what states?
5. Describe your Company organizational structure. Does it have an affiliation with other business entities, including any subsidiaries? Has your Company changed ownership or parent company or are you aware of any potential change in ownership or parent company? If so, please explain the nature of these affiliations.
6. Has your Company been through recent reorganization (last five years) or name changes? If yes, please describe the reason, nature of the reorganization, and list past names of your Company.
7. The Company shall provide proof of Registration with Missouri Secretary of State. Contract Awards are contingent upon the Company providing the District, prior to the execution of the contract, a current Annual Registration Report from the Missouri Secretary of the State's Office, showing the company is in good standing to conduct business in Missouri.
8. Provide a copy of your Company's Errors & Omissions policy face sheet.
9. Provide a copy of your Company's comprehensive general liability policy face sheet.
10. Provide a copy of your Company's fidelity bond face sheet.
11. Provide an organizational chart or otherwise describe staffing and lines of authority for the key person or personnel who will be involved in servicing the contract. Please provide tenure and training for the staff that will be serving the District from a claims/customer service standpoint.
12. Provide a summary of any and all claims, pending litigation and judgments that have been entered against your Company in the past five years that are directly related to its provision of claims administrative services.
13. Enclose the resumes for the critical staff who would be involved in implementing and servicing the account once it becomes operational. Please identify the District's primary contact(s) and note that the District expects each will be present during the interview phase. Describe the proposed team's experience in working with school districts. Please indicate how many clients each proposed team member currently works.

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14. Provide a detailed transition plan (in calendar/timeline format) and outline the procedures necessary to implement the services required within the time frame specified as follows. Please describe the specific activities for which the client and Company would be responsible specifying the information that the District must provide. The Company shall provide all necessary transition period services at its own expense.
15. Provide documentation of A.M. Best rating.

ENROLLMENT, ELIGIBILITY, AND PLAN ADMINISTRATION

1. Proposals are to include, at a minimum, the exact same provisions as contained in the existing Life Insurance contract. If the proposed contract differs from the existing contract, provide a detailed listing of all contract deviations.
2. Describe any plan changes you would suggest that will enhance your ability to manage the Life Insurance plan.
3. Describe in detail the various billing options available to the District.
4. Please describe the premium collection process and provide a sample premium billing form for self-billing accounts.
5. Describe the enrollment process for current employees as well as for future hires of the District. If selected, would you allow a full open enrollment, up to guarantee issue, without evidence of insurability (initial enrollment only)?
6. Please confirm your willingness to compare District membership with your membership as of a given date, and to identify any discrepancies for reconciliation by both the contractor and the plan.
7. Do you require employees to submit Evidence of Insurability (EOI) to port coverage? Are your rates with EOI significantly better than rates without EOI? Can you offer either option based on the preference of the employee at the time of porting coverage? Describe the EOI process.
 - a. Please confirm no charge to employee for this (i.e., no charge for medical exam), and estimated response time for completion of EOI reviews.
8. Describe the circumstances under which an employee would expect guaranteed acceptance and when an employee would need to provide evidence of insurability. Please expand on the EOI process and timeline.
9. To which lines of coverage does portability apply?
10. If an employee ports their coverage and it ends upon reaching age 70, can the employee convert coverage at that point?
11. If an employee ports their coverage, are they included in the District's claims experience or is their claims experience separate from the District's?
12. If an employee ports his/her coverage, what happens to that coverage if the District changes carriers? If coverage terminates, can the employee convert coverage at that point?

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13. Is Conversion included? Please provide a description of the process including conversion rates. Are these rates subject to change and how often?
14. To which lines of coverage does conversion apply?
15. If an employee converts their coverage, are they included in the District's claims experience?
16. What is the procedure for portability/conversion and what assistance do you provide to terminating employees/retirees in this process?
17. Will you waive actively at work provisions for current District employees?
18. Can you duplicate any life reduction schedules?
19. Can you duplicate the Waiver of Premium provision, and if not, what are the differences?
20. Confirm that employees on Waiver of Premium remain covered by your Company in the event the District changes carriers.
21. Regarding FMLA, does your contract allow for continuation of coverage during a protected leave? Does it allow for reinstatement of coverage after a protected leave with waiver of pre-existing conditions limitations for conditions that arise/exist during the lapse in coverage?
22. District employees may work during the school year and be off during the summer months. Does your contract extend coverage to these employees during the summer months?
23. Are you able to accommodate multiple pay schedules and classes?
24. Clarify how long life insurance coverage(s) coverage may continue during the District's various leaves of absence.
25. If an employee is not actively at work due to a potential disability at the termination of the Contract, can a Waiver of Premium claim be filed after coverage is terminated?
26. Can you duplicate the Accelerated Life Benefit, and if not, what is your provision?
27. Is Portability included? Please provide a description of the process including portability rates. Are these rates subject to change and how often?
28. Does your contract include the following provisions and how closely can you duplicate the current plan provisions? Please indicate if you can offer enhancements on these provisions. If you offer contract provisions which may be beneficial that are not shown below and that do not add to the cost of coverage, please describe.
 - a. Repatriation;
 - b. Seatbelt or Safety Belt Benefit;
 - c. Higher Education or Career Advancement Benefit;

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- d. Occupational Assault Benefit.
29. Are you willing to work with the incumbent vendor to transfer data electronically throughout the implementation process?
 30. Upon the termination of the Contract, are you willing to work with any successor to transfer data electronically through that transition process? Describe benefit payment options.
 31. Do you currently have a direct electronic eligibility system? Are you willing to accept enrollment data by paper, hardcopy, diskette, electronic transfer or on-line direct?
 32. Are you able to actively promote usage of the District's third party EAP program within your protocols, so that participants are made aware of EAP services? Describe how you would support this.
 33. Will you waive actively at work provisions for currently covered District employees?
 34. Describe the claim filing process, review process, and the timeline for determination of benefits.
 35. How do you manage and communicate status on pending claims, denied claims, etc. to both employees (or beneficiary) and client?
 36. Indicate your average claims turnaround time for a group of this size and complexity.
 37. How often are internal audits performed for claims accuracy?

MEMBER SERVICES AND COMMUNICATIONS

1. How are funeral home bills handled?
2. Discuss the means by which your Company provides member service to participants. Include the hours of operation when member services staff is available and the process by which inquiries received after hours are recorded and resolved.
3. Please provide the location of the member services staff.
4. Describe in detail your Company's claim/member appeals process.
5. Where is the claim paying office located? Is customer service handled out of the same office?
6. Provide a copy of all forms (i.e., proof of death, waiver of premium, etc.)?
7. How are life benefit proceeds issued? Is interest included in the payment and at what point?
8. Describe the benefit payment options available to beneficiaries.
9. Describe services available to beneficiaries.

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ACCOUNT MANAGEMENT AND REPORTING SERVICES

1. Please indicate how your Company intends to guarantee the District's satisfaction with the overall Account Management.
2. Please provide the location of the Account Management staff.
3. Please confirm your Company will provide a semi-annual or annual plan utilization review.
4. What options exist if the District is unable to reach the designated Account Manager or Account Executive?
5. Please include the number of clients with which each of the designated service team member's work.
6. What standard reports would be provided to the District's as it relates to the open/closed claims and flexibility in ad hoc reporting needs?
7. Confirm that you will provide a representative educated on the District's plan to open enrollment and benefit fairs at no additional cost.
8. Provide sample copies of:
 - a. Experience exhibits;
 - b. Renewal exhibits (formula and factors).
9. The successful Company shall provide reports detailing costs and trends at a frequency determined by the District and shall attend annual meetings to review plan performance at no cost to the District.
10. Detailed reporting is critical to the effective management of the District's program. Provide a sample of your comprehensive reporting package (including Executive Summary/Dashboard-type Management Summary Reporting). Describe your ability to accommodate management reports specifically requested by the District.
11. What reports are available via internet? Does this reporting represent real-time data or is it downloaded on a periodic basis?
12. Ad hoc reports requested from the District or their designee will be responded to in a reasonable time frame (e.g., within one week for simple requests). Any additional fees for special requests should be outlined in your proposal.
13. Online reporting for the District should be included in your proposal with descriptions as well as frequency intervals available. Online reporting access should also be available for Consultant at the request of the District. Please include any charges this may incur within your proposal.
14. How is data benchmarked for the District? Are there geographic and demographic benchmarks? Define what other school district business you maintain (# of clients, total membership) and how you provide school district benchmarking.

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15. The District is required to bid services at the end of the contract period. Please confirm you will provide all necessary reports for the marketing process.

FINANCIAL

1. Provide a description of how you set and monitor your reserves.
2. How long are your rates guaranteed? (Preference will be given to multiple year rate guarantees.)
3. Are you willing to provide any funding for District communications or enrollment technology?
 - a) If including a fund in your proposal, please provide the process and frequency for monitoring the balance;
 - b) Provide the list of eligible services or indicate if flexible;
 - c) What is the invoicing and reimbursement process?

OTHER SUBJECTIVE / CONSIDERATIONS

1. Please describe any additional programs that are included with the plan (will prep, EAP, etc.).
2. If the specifications included in this proposal do not permit you to fully explain your product or capabilities, please provide additional information that will allow the District to make an informed carrier decision.
3. Briefly identify what sets your Company apart from your competitors.

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LONG TERM DISABILITY QUESTIONNAIRE

Proposers' response shall include narrative responses to the questions contained within questionnaire.

IF RESPONDING TO BOTH THE LIFE AND LTD SECTIONS, PROPOSER CAN REFER TO THE LIFE RFP RESPONSE. RESPONSES ARE NOT NECESSARY TO DUPLICATE QUESTIONS.

GENERAL QUALIFICATIONS AND EXPERIENCE

1. The name, title, mailing address, telephone number and email address of the contact person for this RFP and the proposal.
2. Specify how long the Company has been in business performing the services requested.
3. Indicate whether the Company is privately or publicly held and who owns the Company and where it is incorporated.
4. Are you a licensed carrier? If so, in what states?
5. Describe your Company organizational structure. Does it have an affiliation with other business entities, including any subsidiaries? Has your Company changed ownership or parent company or are you aware of any potential change in ownership or parent company? If so, please explain the nature of these affiliations.
6. Has your Company been through recent reorganization (last five years) or name changes? If yes, please describe the reason, nature of the reorganization, and list past names of your Company.
7. The Company shall provide proof of Registration with Missouri Secretary of State. Contract Awards are contingent upon the Company providing the District, prior to the execution of the contract, a current Annual Registration Report from the Missouri Secretary of the State's Office, showing the company is in good standing to conduct business in Missouri.
8. Provide a copy of your Company's Errors & Omissions policy face sheet.
9. Provide a copy of your Company's comprehensive general liability policy face sheet.
10. Provide a copy of your Company's fidelity bond face sheet.
11. Provide an organizational chart or otherwise describe staffing and lines of authority for the key person or personnel who will be involved in servicing the contract. Please provide tenure and training for the staff that will be serving the District from a claims/customer service standpoint.
12. Provide a summary of any and all claims, pending litigation and judgments that have been entered against your Company in the past five years that are directly related to its provision of claims administrative services.
13. Enclose the resumes for the critical staff who would be involved in implementing and servicing the account once it becomes operational. Please identify the District's primary contact(s) and note that the District expects each will be present during the interview phase. Describe the proposed

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team's experience in working with school districts. Please indicate how many clients each proposed team member currently works.

14. Provide a detailed transition plan (in calendar/timeline format) and outline the procedures necessary to implement the services required within the time frame specified as follows. Please describe the specific activities for which the client and Company would be responsible specifying the information that the District must provide. The Company shall provide all necessary transition period services at its own expense.

15. Provide documentation of A.M. Best rating.

16. Please provide the following regarding your block of disability business:

Total number of covered lives;

Total covered premium;

Average client size.

ENROLLMENT, ELIGIBILITY, AND PLAN ADMINISTRATION

1. Proposals are to include, at a minimum, the exact same provisions as contained in the existing Life Insurance contract. If the proposed contract differs from the existing contract, provide a detailed listing of all contract deviations.
2. Describe any plan changes you would suggest that will enhance your ability to manage the Disability plan.
3. Do you agree to provide coverage on a "no loss, no gain" basis?
4. In the event of contract termination, state how you handle existing claimants who return to active employment and subsequently go back on disability for the same or related cause prior to the expiration of six (6) months.
5. Click here to edit or delete. Many employees work during the school year and are off during the summer months. Does your contract extend coverage to these employees during the summer months?
6. Regarding FMLA, does your contract allow for continuation of coverage during a protected leave? Does it allow for reinstatement of coverage after a protected leave with waiver of pre-existing conditions limitations for conditions that arise/exist during the lapse in coverage?
7. How does your company define disability?
8. Will your company consider the insured as having received Social Security benefits even though no benefits were actually paid? Please explain any situations where your company would reduce the insured's benefit by the amount that may be payable by Social Security even though no Social Security benefits were paid.
9. Provide the most competitive performance guarantees on implementation, account management,

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claims processing, customer service, overall administration satisfaction, reporting and accuracy of certificates/policies.

10. What additional information after receiving a completed application, do you need from the District?
11. How does your Company define disability? Discuss your definition of disability and how it may/may not differ (for better or worse) from the incumbent's in actual disability claim situations.
12. Can you match the current duration of benefits? Please include the table to be used for duration of benefits.
13. Are you willing to waive actively-at-work provisions on takeover? Describe the process and provide a sample copy of the form used to collect that information.
14. Describe the FICA and W-2 services you provide. Is there an additional cost for any of these services?
15. Can you duplicate the conversion provision? Please provide a quote duplicating coverage without the conversion provision.
16. Are any of the following provisions included in your proposal? Please describe.
 - a. Assisted Living Benefit;
 - b. Housing Assistance Benefit;
 - c. Survivor Benefit;
 - d. Social Security Integration;
 - e. Child or Family Care Expense;
 - f. Pre-Existing condition Limitation;
 - g. Others not listed above.
17. Clarify how long LTD coverage may continue during the District's various leaves of absence.
18. Upon the termination of the Contract, are you willing to work with any successor to transfer data electronically through that transition process?
19. Where will the District's claims be paid? Will the District have a dedicated claim unit?
20. What are your claim turnaround time standards? Indicate your average claims turnaround time for a group of this size and complexity.
21. Please describe your claim filing process, review process and timeline and confirm how your Company makes determination of benefits, including any automated (telephonic claim intake, online, etc.) processes. Describe your ability to outreach to the provider to gather information, to

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simplify and expedite the claim process.

22. What is the standard timing for approval of claim?
23. Indicate your average claims turnaround time for a group of this size and complexity.
24. How do you administer denied claims and any related appeals?
25. How are disability benefits paid to a disabled employee?
26. Offsets – please confirm your ability to match current policy’s offsets. Please highlight differences, if any (positive or negative).
27. Is an earnings test applied when an employee becomes disabled? Describe if applicable.
28. How often are internal audits performed for claims accuracy? Describe types and frequency of audits.
29. Please explain applicable procedures and processes for handling waiver of premium claim or claims in review but not completed.
30. In the event that a Social Security disability claim is disallowed initially or discontinued after initial approval, does your Company notify the policyholder of such action? Describe.
31. Do you assist the LTD claimant in the process of appealing the Social Security denial? If yes, does your Company pay the legal expenses of the appeal or the claimant?
32. Will your Company consider the insured as having received Social Security benefits even though no benefits were actually paid? Please explain any situations where your Company would reduce the insured’s benefit by the amount that may be payable by Social Security even though no Social Security benefits were paid.
33. When an employee on disability reaches the point where Social Security disability becomes available, how are their disability payments affected?
34. How do you assist the employee in filing for their Social Security benefits?
35. If an employee converts LTD coverage, does their claims experience affect the District’s claims experience?
36. If an employee converts LTD coverage and the District changes carriers, does the employee retain their LTD coverage?
37. Describe any claims recovery/subrogation component within your standard program.
38. Describe your Company's approach/process for obtaining information on the front end of the claim. Provide a copy of your Company’s application form. Can you accommodate telephonic and/or online claim intake?

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COST CONTAINMENT

1. Briefly describe your Company's Return to work / disability management philosophy and how that integrates with the District's environment and culture.
2. Describe your Company's disability case management services?
3. Regarding FMLA, does your contract allow for continuation of coverage during a protected leave? Does it allow for reinstatement of coverage after a protected leave with waiver of pre-existing conditions limitations for conditions that arise/exist during the lapse in coverage?
4. Will you provide occupational rehabilitation services for LTD claimants?
5. Will you provide modification of workplace benefits? Please describe.
6. Will you provide occupational rehabilitation services for LTD claimants?
7. How soon does your Company need to obtain "re-approval" for disability; provide avg. length of time (rule of thumb if not precise) before additional proof of determination is required?
8. How often do you audit disability case files? Confirm that the District maintains auditing rights for disability claim files.
9. Confirm how your Company manages approval authority for certain size/diagnoses of claims? How do you make determinations? How do you manage and communicate status on pended claims, denied claims, etc. to both employee and the District?

MEMBER SERVICES AND COMMUNICATIONS

1. Communication with HR/Benefits Department/Payroll – Describe how client is kept up to date on employees coming on/off disability.
2. Are you able to actively promote usage of District's third party EAP program within your protocols so that disabled participants are made aware of EAP services? Describe how you would support this.
3. Your Company must permit the District's representatives access to visit the claims operation or local service office prior to selection, if so desired by the District.
4. Describe background and clinical expertise of claims and customer service representatives.
5. What communication pieces would you provide for employees regarding the change in claims payers?
6. Please provide copies of:
 - a. Explanation of benefits/payment check
 - b. Claim Form

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ACCOUNT MANAGEMENT AND REPORTING SERVICES

1. Please indicate how your Company intends to guarantee the District's satisfaction with the overall Account Management.
2. Please provide the location of the Account Management staff.
3. Please confirm your Company will provide a semi-annual or annual plan utilization review.
4. What options exist if the District is unable to reach the designated Account Manager or Account Executive.
5. Please include the number of clients with which each of the designated service team member's work.
6. Please provide copies of standard financial reports. Will the District have access to their financial information?
7. The successful Company shall work cooperatively with the District to develop a reporting system that meets the District's administrative needs.
8. What standard reports would be provided to the District as it relates to open/closed/pended claims? Please provide samples.
9. The successful Company shall provide reports detailing utilization, costs and trends at a frequency determined by the District and shall attend quarterly meetings to review plan performance at no cost to the District.
10. Detailed reporting is critical to the effective management of the District's program. Provide a sample of your comprehensive reporting package (including Executive Summary/Dashboard-type Management Summary Reporting). Describe your ability to accommodate management reports specifically requested by the District.
11. What reports are available via internet? Does this reporting represent real-time data or is it downloaded on a periodic basis?
12. Ad hoc reports requested from the District or their designee will be responded to in a reasonable time frame (e.g., within one week for simple requests). Any additional fees for special requests should be outlined in your proposal.
13. Online reporting for the District should be included in your proposal with descriptions as well as frequency intervals available. Online reporting access should also be available for Consultant at the request of the District. Please include any charges this may incur within your proposal.
14. How is data benchmarked for the District? Are there geographic and demographic benchmarks? Define what other school district business you maintain (# of clients, total membership) and how you provide school district benchmarking.

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FINANCIAL

1. Provide a description of how you set and monitor your reserves.
2. How long are your rates guaranteed? (Preference will be given to multiple year rate guarantees.)
3. Are you willing to provide any funding for District communications or enrollment technology?
4. Please provide the current premium rate cost to convert LTD and address how often these rates are subject to change.

OTHER SUBJECTIVE / CONSIDERATIONS

1. Please describe any additional programs that are included with the plan (will prep, EAP, etc.).
2. If the specifications included in this proposal do not permit you to fully explain your product or capabilities, please provide additional information that will allow the District to make an informed carrier decision.
3. Briefly identify what sets your Company apart from your competitors.

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IV. CONTRACT TERMS AND CONDITIONS

1. INTRODUCTION TO THIS SECTION

The successful Company 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 Company 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 Company would be expected to commence the services on or about 11/1/2023 and continue through 10/31/2026. 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

Company warrants and represents to the District that the Company possesses the background, experience, expertise and qualifications to undertake and to carry out the services. The Company 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 the Company fails to provide the services consistent with the warranties and representations set forth in Section 2 above, the District at its option, may: (a) require Company to re-perform the unsatisfactory services at no cost to the District; (b) refuse to pay Company for services, unless and until services are corrected and performed satisfactorily; (c) require Company 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. Company shall maintain occurrence-based insurance including comprehensive general liability, automotive liability, professional errors and omissions 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 Company's services under this Agreement.

C. Certificates of insurance of Company'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. Company shall be paid

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for services satisfactorily performed up to the time notice of termination is received. Company 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 Company 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

Company agrees to indemnify and hold harmless the District and the members of the Rockwood School District 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 Company's actions or omissions relating to this Agreement, or arising out of Company's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Company.

7. FISCAL FUNDING

While parties intend for the term of this Agreement to be three (3) years, the term is subject to, and conditioned on, the appropriation, availability and budgeting of sufficient funds. For any fiscal year of the District during the term hereof, in the event that sufficient funds are not available to the District for the services hereunder, the District shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Consultant prior to the beginning of any such fiscal year. The District shall use reasonable efforts to avoid termination of this Agreement based on lack of fiscal funding. In the event of any such termination, the District shall pay Consultant for the services performed up to the date of the termination.

8. 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.

9. REPORTING

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

10. ASSIGNMENT

Company agrees, for Company and on behalf of Company's successors, heirs, executors, administrators, and any person or persons claiming under Company, that this Agreement and the obligations, rights, interests, and benefits

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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.

11. LICENSES AND PERMITS

Company shall obtain at Company's expense all licenses and permits necessary to perform the services.

12. CONTRACTOR REPRESENTATIONS

Company acknowledges and represents that (i) Company 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 Company, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Company and to bind Company to the terms hereof, and (iv) Company 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. Company also agrees to abide by all applicable District policies and regulations.

13. INDEPENDENT CONTRACTOR

The District and Company agree that Company will act for all purposes as an independent contractor and not as an employee, in the performance of Company's duties under this Agreement. Accordingly, Company shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Company'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, Company and Company's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. Company 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.

14. FEDERAL WORK AUTHORIZATION PROGRAM

As an independent contractor of the District, Company will provide documentation and a sworn affidavit that all employees of Company 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. Company must also sign and provide to the District an affidavit indicating they do not knowingly employ any unauthorized aliens under this agreement.

Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo, definition of a "business entity" (<http://revisor.mo.gov/main/PageSelect.aspx?section=285.530>) the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit A, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit A must be submitted prior to an award of a contract.

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A. CONTRACTOR'S PERSONNEL

The Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

If the Contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor.

The Contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the Contractor shall, prior to the performance of any services as a business entity under the contract:

- (1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- (2) Provide to the District the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- (3) Submit to the District a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

In accordance with subsection 2 of section 285.530, RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

15. NONDISCRIMINATION

The District actively follows a policy of nondiscrimination on the basis of age, race, color, religion, sex, national origin, sexual orientation, marital status, disability, and Vietnam-Era-veteran-status. The District also complies with the following laws and implementing regulations: Title VI and Title VII of the Civil Rights Act of 1964 regarding race, color, national origin, religious and sex discrimination; Title IX of the Education Amendments Act of 1972 regarding sex discrimination; the Americans with Disabilities Act, as amended by the ADA Amendments Act; the Missouri Humans Rights Act; Section 504 of the Rehabilitation Act of 1973 regarding discrimination based on disabilities and handicaps; the Age Discrimination in Employment Act; the Missouri Anti-Discrimination Against Israel Act; and other state and federal laws and regulations. By entering into this Agreement, Contractor agrees to be bound by all aforementioned laws and regulations. Contractor shall also comply with all legal requirements of the Americans with Disabilities Act and the Missouri Human Rights Act regarding accessibility of facilities and programs, as may apply. Further, Contractor certifies that it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies authorized by,

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licensed by, or organized under the laws of the State of Israel; or companies, persons, or entities doing business in or with the State of Israel.

16. DATA SECURITY GUIDELINES

- A. Company must include their Data Governance Policies and Procedures.
- B. Company must provide a certification of Cybersecurity/Data Breach and Cyber Malpractice Insurance.
- C. Company must provide acknowledgement of District Data Governance policies and requirement (Exhibit B). Due to individual vendor processes and procedures, data governance expectations will be discussed during contract refinement. At a minimum, the final contract shall include the following data governance expectations:
 - 1. The district owns all employee/district data that is shared, collected and/or generated through use of the system
 - 2. Access to and use of district data is limited only to those that need to have access to perform required support of the system
 - 3. District data cannot be used for marketing, advertising or data mining, or shared with 3rd parties unless allowed by law and authorized by the district.
 - 4. Vendor must disclose where and how confidential or critical information will be stored and ensure that all district information will only be stored on servers in the United States.
 - 5. All data will be maintained in a secure manner and appropriate technical, physical and administrative safeguards are in place to protect the data.
 - 6. Vendor must disclose how and when data will be destroyed.
 - 7. In the event that the district and/or vendor terminates services, all data must be provided to the district in an agreed upon method and all data stored on vendor systems must be de-identified and/or deleted. Vendor must provide to the District's Chief Information Office an affidavit acknowledging the de-identification and/or deletion of data within 30 days of termination of services.
 - 8. In the event of a data breach, vendor must immediately notify the district and assume liability of district costs resulting from the breach.
 - 9. Vendor will ensure encrypted method of all data transactions with the district.
 - 10. All employee data portals are secured through the use of verified digital certificates.
 - 11. A data inventory and/or dictionary must be provided to the district's Chief Information Officer

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EXHIBIT A

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The Proposer must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

<u>BOX A:</u>	To be completed by a non-business entity as defined below.
<u>BOX B:</u>	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at www.e-verify.gov/ .
<u>BOX C:</u>	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY	
<p>I certify that _____ (Company/Individual Name) <u>DOES NOT CURRENTLY MEET</u> the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)</p>	
<p><input type="checkbox"/> I am a self-employed individual with no employees; OR</p> <p><input type="checkbox"/> The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.</p>	
<p>I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (RFP/RFQ Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide <u>Rockwood School District</u> with all documentation required in Box B of this document.</p>	
<p>_____ Authorized Representative’s Name (Please Print)</p>	<p>_____ Authorized Representative’s Signature</p>
<p>_____ Company Name (if applicable)</p>	<p>_____ Date</p>

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BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity
Representative’s Name (Please Print)

Authorized Business Entity
Representative’s Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the consultant/contractor must perform/provide each of the following. The consultant/contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: www.e-verify.gov; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the consultant’s/contractor’s name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the consultant’s/contractor’s name and the MOU signature page completed and signed, at minimum, by the consultant/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the consultant’s/contractor’s name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this document.

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

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EXHIBIT A, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The consultant/contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature	Printed Name
Title	Date
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
 commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
 _____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary	Date
---------------------	------

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EXHIBIT A, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the consultant’s/contractor’s name and the MOU signature page completed and signed by the consultant/contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted:

 (*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **RFP/RFQ Number** for Which Previous E-Verify Documentation Submitted: _____
 (if known)

 Authorized Business Entity
 Representative’s Name (Please Print)

 Authorized Business Entity
 Representative’s Signature

 E-Verify MOU Company ID Number

 E-Mail Address

 Business Entity Name

 Date

FOR STATE USE ONLY

Documentation Verification Completed By:

 Buyer

 Date

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EXHIBIT B

Data Governance Addendum for District Data of the Rockwood R-VI School District

Data Governance Conditions. Terms used herein shall have the same meaning as in the Agreement unless otherwise specifically provided. To the extent that Company is permitted, under the applicable terms of the Agreement, to subcontract or otherwise delegate its duties and obligations under the Agreement, Company is likewise permitted to subcontract or delegate the performance of corresponding duties and obligations contained in this exhibit, provided however that Company will remain ultimately responsible for such duties and obligations. To the extent that any provision of the Terms of Service or Privacy Policy conflict with or contradict with this addendum, in letter or spirit, the provisions of this addendum shall prevail.

- **Data Storage/Maintenance.** The parties agree that all data collected or held by Company (including but not limited to Customer students' names and other information) shall be stored within the United States of America. The parties further agree that Company shall maintain all data in a secure manner using appropriate technical, physical, and administrative safeguards to protect said data. No data may be backed up outside of the continental United States.
- **Data Encryption.** In conducting data transactions and transfers with the Customer, Company will ensure that all such transaction and transfers are encrypted.
- **Data Portals.** Company warrants and represents that all of its data portals are secured through the use of verified digital certificates.
- **Data Breach.** Company agrees that it will implement commercially reasonable administrative, physical and technical safeguards designed to secure User Data from Customer from unauthorized access, disclosure, or use, which may include, where commercially reasonable or to the extent required by Law, data encryption, firewalls, and physical access controls to buildings and files. In the event Company has a reasonable, good faith belief that an unauthorized party has accessed or had disclosed to it User Data that the Customer provided Company or that Company collected from Customer or its authorized users, and such access or disclosure occurs in a manner that compromises the security of said User Data ("Security Incident"), then Company will promptly, subject to applicable confidentiality obligations and any applicable law enforcement investigation, or if required by Law in such other time required by such Law, notify the Customer and will use reasonable efforts to cooperate with the Customer's investigation of the Security Incident.

If, due to a Security Incident which is caused by the acts or omissions of Company or its agents, employees, or contractors, any third-Party notification of such real or potential data breach is required under law, Company shall be responsible for the timing, content, and costs of such legally-required notifications. With respect to any Security Incident which is not due to the acts or omissions of Company or its agents, employees, or contractors, Company shall nevertheless reasonably cooperate in the Customer's investigation and third-party notifications, if any, at the Customer's direction and expense. Company shall also be responsible for the cost of investigating any Security Incident determined to be

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caused by the acts or omissions of Company or its agents, employees, or contractors, as well as the payment of actual, documented costs including reasonable legal fees, audit costs, fines, and other fees imposed against the Customer as a result of a Security Incident. Company shall also be required to outline for the Customer the steps and processes that Company will take to prevent post-employment data breaches by Company employees after their employment with Company has been terminated.

- **Data Dictionary.** Company will provide the Customer with a data inventory that inventories all data fields and delineates which fields are encrypted within Company's platform maintaining collected Customer data.
- **Data Ownership.** The parties agree that, notwithstanding Company's possession of or control over Customer data, the Customer maintains ownership of all data that the Customer provides to Company or that Company collects from the Customer. Company further agrees that Customer data cannot be used by Company for marketing, advertising, or data mining, or shared with any third parties unless allowed by law and expressly authorized by the Customer in writing.
- **Company Access to Customer Data.** The parties agree that Company shall exclusively limit its employees, contractors, and agents' access to and use of Customer data to those individuals who have a legitimate need to access Customer data in order to provide required support of the system or services to the Customer under the Agreement. Company warrants that all of its employees, contractors, or agents who have such access to confidential District data will be properly vetted to ensure that such individuals have no significant criminal history.
- **Data Handling in the Event of Termination.** In the event that the parties terminated their agreement for the provision of Company's services, upon written request any Customer data within Company's possession or control must be provided to the Customer and all other copies of the data must be de-identified/deleted. De-identified data will have all direct and indirect personal identifiers removed, including but not limited to names, addresses, dates of birth, social security numbers, family information, and health information. Furthermore, Company agrees not to attempt to re-identify de-identified data and not to transfer de-identified data to any party unless that party agrees not to attempt re-identification. If Customer data is disclosed without de-identifying the same as required herein, written notice shall be provided to the Customer. If Customer data is restored from a back-up after the parties' termination of their agreement for Company's services, then that data must also be de-identified/deleted.
- **Cyber Security Insurance.** Company will provide to the Customer a certificate of insurance including Cyber Security Insurance coverage for Data Breach.
- **Company Visits to Customer Property.** The parties recognize that certain Company employees, contractors, or agents may visit the Customer's property in order to obtain the necessary information for the provision of Company's services. In the event that a Company employee must be unsupervised on Customer's property, the parties agree that, before any such visits to the Customer occur, all visiting Company employees, contractors, or agents must clear both criminal and child abuse & neglect background checks. Company further warrants and agrees that its

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employees, contractors, or agents who visit the Customer will not have contact or interact with the Customer's students. Company will indemnify, defend, and hold the Customer, its board members, administrators, employees and agents harmless from and against liability for any and all claims, actions, proceedings, demands, costs, (including reasonable attorneys' fees), damages, and liabilities resulting directly, from the acts and/or omissions of Company and/or its employees, contractors, or agents, subcontractors in connection with visits to the Customer's property as described herein.

ROCKWOOD R-VI SCHOOL DISTRICT

COMPANY

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

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COMPANY IDENTIFICATION FORM

Designate one individual as the Company's representative to the District during the term of the Agreement. The representative will be contacted to solve any and all problems that may arise concerning the Proposal during the evaluation period. The undersigned Company hereby agrees to be bound by the terms of the RFP and that the enclosed Proposal is submitted in accordance therewith. Once completed and returned, this Proposal becomes the primary basis for evaluation and selection of the Company to provide the services required by the District for the specified period. By signing this Company Identification Form, the Company certifies that there are no "PARTIES OF INTEREST" or "CONFLICTS OF INTEREST", as defined by state and/or federal regulations, existing between the Company and the District or any of its employees, agents or Board of Education members.

Legal name	Representative's Name	Title
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Address	City/State/Zip	Telephone #	Fax #
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E-mail Address _____

Years in Operation	Years under current structure and/or under previous structure
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1) Name of Company's Officers:

NAME	TITLE
_____	_____
_____	_____
_____	_____
_____	_____

2) The undersigned hereby acknowledges the receipt of the following addenda:

Addendum Number	Date Issued	Date Acknowledged	Signature
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3) The undersigned hereby acknowledges that the Company has read and agrees to the terms and conditions set forth in the RFP, and that the terms and conditions set forth in the Proposal will remain open for at least 90 days from the deadline for submission of Proposals

Company Officer's Name _____
Signature _____ Date _____

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REFERENCES AND EXPERIENCE

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

List as primary references any current services currently in force with public school districts; include contacts and telephone numbers for each reference. Use additional pages for additional contacts. Preference will be given for Missouri public school district experience/references.

1) Company Name: _____

Business Address: _____

Name and Title of Contact: _____

Phone Number of Contact: _____

Contract Length: _____ Contract Value: _____

2) Company Name: _____

Business Address: _____

Name and Title of Contact: _____

Phone Number of Contact: _____

Contract Length: _____ Contract Value: _____

3) Company Name: _____

Business Address: _____

Name and Title of Contact: _____

Phone Number of Contact: _____

Contract Length: _____ Contract Value: _____

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4) Company Name: _____

Business Address: _____

Name and Title of Contact: _____

Phone Number of Contact: _____

Contract Length: _____ Contract Value: _____

5) Company Name: _____

Business Address: _____

Name and Title of Contact: _____

Phone Number of Contact: _____

Contract Length: _____ Contract Value: _____

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REFERENCES AND EXPERIENCE (continued)

Three (3) contracts terminated within the last five (5) years should be noted below. Submit full details of all terminations. The District will evaluate the facts and may at its sole discretion reject the Company's Proposal if the facts discovered indicate that the completion of a Contract resulting from this RFP may be jeopardized by selection of the Company.

If the Company has experienced no such terminations in the past five (5) years, so indicate.

	#1	#2	#3
Company Name			
Business Address			
Name of Contact			
Title of Contact			
Telephone Number of Contact			
Contract Length			
Contract Value			