

Request for Proposals Memorandum

To: Prospective Bidders
From: Dr. Josh Isaacson, Superintendent
Date: 2/28/2022
Re: **Benefits Consultant/Broker**

De Soto #73 School District is requesting competitive proposals from vendors for a Benefits Consultant/Broker. The proposed Agreement calls for an initial one-year award period, with four optional one-year renewals. Enclosed is a Request for Proposal (RFP), responsive Proposal will comply with all federal, state and local regulations. Information regarding the services to be provided, information which must be submitted as part of the Proposal, and related details are included in the accompanying RFP.

Proposals will be accepted no later than 9:00 a.m., Monday, April 11, 2022. No late submittals will be accepted. The Board of Education reserves the right to accept or reject any or all Proposals, to waive any irregularities, and to accept the Proposal that is in the best interest of the District. The award for the **Benefits Consultant/Broker** will be considered by the Board at its regular meeting in April.

Questions may be directed to **Dr. Josh Isaacson, Superintendent, via phone at (636) 586-1000 or via email at isaacson.josh@desoto.k12.mo.us**

Proposal bid packet and specifications may be obtained by accessing the District Website at www.desoto.k12.mo.us/administration/request_for_bids

Interested firms are to submit two (2) copies of their response to the RFP. Proposals shall be delivered in sealed envelopes clearly marked as indicated below.

De Soto #73 School District
Attn: Dr. Josh Isaacson
610 Vineland School Road
De Soto, MO 63020
RE: **Benefits Consultant/Broker**

Important Dates

PRE BID MEETING/SITE VISIT.....N/A
RETURN DATE and TIME..... **Monday, April 11, 2022, prior to 9:00 a.m.** local time
BID OPENING DATE and TIME**Monday, April 11, 2022, at 9:30 a.m.** at the
Central Office, 610 Vineland School Road, De Soto, MO 63020
All proposals submitted with RFP **Bid Form** must be delivered to the Superintendent Office **before 9:00 a.m. on Monday, April 11, 2022** to be considered for evaluation. Proposals received after this time may not be accepted and may be returned to the vendor unopened.

De Soto #73 School District REQUEST FOR PROPOSAL

Title: **Benefits Consultant/Broker**
Contact Person: Dr. Josh Isaacson
Email: isaacson.josh@desoto.k12.mo.us

Issue Date: 2/28/2022
Phone: (636) 586-1000

RETURN PROPOSAL NO LATER THAN: **Monday, April 11, 2022 at 9:00 a.m. CST**
RETURN PROPOSAL AND ADDENDA TO:

De Soto #73 School District
ATTN: Dr. Josh Isaacson
610 Vineland School Road
De Soto, MO 63020
RE: **Benefits Consultant/Broker**

Request for Proposal Specifications

Minimum Specifications:

The Board of Education of the De Soto #73 School District (hereafter “District”) will receive sealed proposals from qualified Benefits Consultant/Broker services for the 2022-2023 fiscal school year with options for four additional annual renewals through the 2026-2027 school year. Consultant/Brokers will also need to include a minimum of three carrier pricing plans equivalent or better plans for health, dental, and life insurance than what is currently being offered by the district and plans in preparation that if a broker is selected, the broker and carrier is prepared to begin a transitional process of signing up staff in May for open enrollment and ensuring continuation of benefits and services beginning July 1, 2022.

De Soto #73 School District is interested in soliciting proposals for Benefits Consultant/Broker to assist in evaluating options for its employee benefit plans as well as assisting with the on-going administration of such plans. The De Soto School District has approximately 400 employees actively using benefits offered to them and the Consultant/Broker will represent the District in finding the most cost effective way to provide health benefits and still have the high standards of coverage De Soto employees have come to expect.

Services required of the Consultant/ Broker is to assist in the design and implementation of benefit plans providing cost effective programs, administration and funding arrangements. This would include, but not be limited to, the following:

1. Provide support to employees and retirees who have questions about their benefits, procedures, coverage, or district plans;
2. Provide benefit education to employees and retirees through meetings, newsletter, and other opportunities;

3. Provide advice on plan design alternatives to address changes in employee demographics, legal requirements, benefit trends, inflation, utilization, financial considerations, and other competitive forces;
4. Introduce new ideas and cost management approaches to improve the delivery of services and the financial success of the plan;
5. Provide cost analysis of proposed plan changes;
6. Assist with preparation of bid specifications, bid solicitations, and vendor selection on an annual basis;
7. Negotiate contract renewals; provide a summary on the specifics of annual negotiations with current insurance companies and other benefit providers;
8. Assist with transition of new carriers and/or administrators as may be required;
9. Assist in reviewing all instruments and documents including contracts, booklets, and summary plan descriptions for technical accuracy and compliance with all laws and regulations;
10. Assist in communications with carriers and claims administrators associated with problem areas, service concerns, changes in coverage, and claims adjudication;
11. Assist in monitoring service providers to ensure compliance with contract terms;
12. Assist claimants throughout the plan year as claim discrepancies occur;
13. Broker shall assist in resolution of insurance and administrative issues with insurance carriers, third party administrators and other fringe benefit providers;
14. Assist with open enrollment meetings;
15. Meet with the Superintendent as needed or as requested. In addition, the Broker should be available to meet with the Board of Education when attendance is requested to answer benefit questions and to present new/revised benefit alternatives for future consideration.;
16. The Broker may also be called upon to provide advice, guidance or training to District staff;

Proposals may be modified or withdrawn by written notice or in person by the Company or its authorized representative, provided its identity is disclosed on the envelope containing the proposal and such person signs a receipt for the proposal, but only if the withdrawal is made prior to the deadline.

PROPOSAL REQUIREMENTS

Instructions: Please provide responses to the request for information stated below. A response to each item below is mandatory. Your responses should be numbered and listed in the same order as the questions below, you may attach additional pages or materials as referenced in your responses.

1. Provide a narrative summary of your proposal. The summary should be no more than 2 pages and should include, at a minimum, the following: an overview of the medical and dental plan design and identifications of deviation compared to the District's current plan.
2. Describe your qualifications for providing the required services and your experience relevant to the required services. Please address the following areas:
 - a. Overall experience in providing benefits consulting/broker services.
 - b. Identify engagements in which similar services to those identified in this RFP were successfully performed.

3. Include carrier plans and pricing with a minimum of three carrier pricing plans equivalent or better plans for health, dental, and life insurance than what is currently being offered by the district and plans in preparation that if a broker is selected, the broker and carrier is prepared to begin a transitional process of signing up staff in May for open enrollment and ensuring continuation of benefits and services beginning July 1, 2022. Explain any deviations from current plans.
4. Proposals must be made using the form provided with this RFP in Attachment A, Request for Proposal Bid Form.
5. Included with your proposal the following:
 - a. An in-network provider access report using the following criteria: a primary care physicians within 20 miles of De Soto (63020) and a network hospital within 25 miles of De Soto (63020) for both medical and dental plans
 - b. A list of in-network providers physicians for medical and dental plans in the counties of Jefferson County, MO, St. Francois County, MO , St. Louis County, MO and Washington County, MO. The report should be sorted by specialty:
 - i. Primary Care
 - ii. Specialist Care
 - iii. Hospital
6. The effective date of coverage is July 1, 2022. Confirm that your costs are guaranteed until June 30, 2023? If you are willing to guarantee your rates for a longer period, please indicate the maximum guarantee period.
7. Include any pre-existing conditions, waiting periods, exceptions or “special” contract features must be clearly identified;
8. Will you agree to a “no-loss/no-gain” for all persons currently covered? That is, no one will be placed in a less favorable position due to a change in carriers than if there had been no change, including current treatment practices. If not, explain why not.
9. Any current or future COBRA participants must be covered in your proposal. Indicate whether you can provide COBRA administration, and any charges to do so.
10. Indicate whether you can provide HIPAA Administration, and any changes to do so. Indicate if your firm is compliant with HIPAA standards for Privacy of Individually Identifiable Health Information; Final Rule.
11. Describe in detail the location and account management representatives) assigned to this account. Included resumes, qualifications, and relevant experience of each person named. In addition, present an overview of your firm’s support/advisory resources, if any, related to the planning, design, implementation, and management of similar employee benefit programs.
12. Detail all proposed financial compensation to consultant/broker including percentage of vendor commission anticipated, other commission structure, any additional fees, etc. For transparency purposes, flat annual fee proposals are required on a fixed dollar per employee per month (PEPM) rate. The term of this arrangement can be negotiated as a 1 year contract with four additional renewal year contracts. Utilize Attachment A and include any other information in this section.
13. In the event you are chosen as the medical and dental provider, please describe your transition of care services for those employees and dependent that are currently receiving medical treatment (last trimester of pregnancy, scheduled surgery) from a physician that would not be in-network under your plan?

14. Provide a list of 5 local clients 3 of which must be school districts who have medical coverage with your firm. Include the business/school district name and the contact's name and phone number.
15. Do you provide an Internet based administrative system for the employer to use for enrollment? Does this system allow the employer to retrieve claims reports? Does this system send a weekly EDI file to carriers? Does this system integrate with Tyler SISFIN to import employee coverage selections? What internet tools does the employee have?
16. When a physician drops from the network (for any reason), what are the procedures to notify the patient and the District?
17. What options, if any, does your proposal include for Affordable Care Act requirements? Describe the option(s) and explain whether such reporting is included in your proposal or would require additional expense.
- 18.

CURRENT PLAN DESIGN

Coverage is available to all full time employees and employees who work over 30 hours per week and their dependents; coverage is also offered to retirees and their dependents and requires that they elect coverage within one year of retiring. Currently the district is self-funded and offers an HSA excluding BJC and WashU providers, and HSA including BJC and WashU providers, and a traditional PPO excluding BJC and WashU providers. Each program is 4 tiered: Employee Only, Employee and Spouse, Employee and Child(ren) and Employee and Family. The current stop loss is set at \$100,000. The District currently pays the entire cost of the employee HSA excluding BJC and WashU providers and contributes \$20/month into an HSA account for the employee. The total cost the district pays per employee per month towards medical insurance is \$564.40, which includes the HSA contribution by the District. Employee premiums are deducted through pre-tax payroll deduction and paid on a monthly basis following the 15th of each month.

The District intends to maintain at least the same levels of coverage as presently available to employees and dependents but would also consider additional services and/or program options that would enhance the benefits which are not cost prohibitive.

A census of employee and retired employees currently enrolled in the District's medical insurance coverage will be provided upon request.

A Schedule of Benefits for each current plan will be provided upon request.

A Monthly claims report from the 2018-2019 and 2019-2020 plan years will be provided upon request.

On the following page is a summary of benefits and plan options currently offered by the district.

	Plan Option #1 H.S.A.	Plan Option #2 H.S.A.	Plan Option #3 Traditional PPO
Medical Network	Coventry Select PPO* (No BJC or WashU)	Aetna Choice POS II	Coventry Select PPO* (No BJC or WashU)
Deductible Individual/family (per plan yr.)	\$3,000 / \$6,000	\$3,000 / \$6,000	\$2,000 / \$4,000
Out-of-pocket max. individual/family	\$6,000 / \$12,000	\$6,000 / \$12,000	\$6,000 / \$12,000
Co-insurance (Insurance pays)	90% After Deductible (AD)	90% After Deductible (AD)	90% After Deductible (AD)
Primary Care & Teledoc / Specialist	Deductible then Coinsurance	Deductible then Coinsurance	\$40 Copay / \$40 Copay (AD)
Preventive Care Services	100% Covered (Limitations apply)	100% Covered (Limitations apply)	100% Covered (Limitations apply)
Pharmacy prescription drug coverage: Tier 1/ Tier 2/ Tier 3/ Pref. Specialty/Non-Pref. Specialty	Deductible then Coinsurance	Deductible then Coinsurance	\$12 Copay / \$30 Copay(AD) / \$55 Copay (AD)/ \$100 Copay (AD) / \$150 Copay (AD)
Mail order prescription drug coverage: Tier 1/ Tier 2/ Tier 3/ Pref. Specialty/Non-Pref. Specialty	Deductible then Coinsurance	Deductible then Coinsurance	\$24 Copay / \$60 Copay(AD) / \$110 Copay (AD). Specialty Drugs N/A
Urgent care facility	Deductible then Coinsurance	Deductible then Coinsurance	\$50 Copayment (AD)
Inpatient hospital care	Deductible then Coinsurance	Deductible then Coinsurance	Deductible then Coinsurance
Outpatient hospital care	Deductible then Coinsurance	Deductible then Coinsurance	Deductible then Coinsurance
Outpatient lab services	Deductible then Coinsurance	Deductible then Coinsurance	Deductible then Coinsurance
Outpatient surgery and	Deductible then Coinsurance	Deductible then Coinsurance	Deductible then Coinsurance
Emergency services	Deductible then Coinsurance	Deductible then Coinsurance	\$150 Copayment (AD)
H.S.A. Compatible	Yes	Yes	No
District H.S.A. Contribution	\$20 per Month / \$240 Annually^ (Board Funded)	\$20 Per Month / \$240 Annually^ (Board Funded)	N/A
Lifetime maximum		Unlimited	

GENERAL DISTRICT INFORMATION

1. The District has been self- funded since July 1, 2007
2. Employees of the district have received at least 1 offering of fully board paid medical, dental and life insurance plans each year.
3. The District offers several voluntary plans that employees may elect coverage for including, long term disability, short term disability, vision, hospital indemnity, and a FSA.
4. The District offers \$20,000 in fully paid life insurance for all employees under age 65, with reduced benefits after 65.
5. The District currently has 447 employees, dependent and retirees on its medical insurance.

PROPOSAL EVALUATION CRITERIA

1. All proposals will be evaluated based on the following criteria:
 - a. Prior experience
 - In benefits consulting in Missouri
 - In public school benefits consulting in Missouri
 - b. Firm's organization, size, structure, and prior experience in comparable assignments
 - c. Qualifications of personnel assigned to work with De Soto
 - d. Responsiveness of the written proposal to the services required
 - e. Assistance in employee wellness strategies
 - f. Demonstrated knowledge and abilities to design comprehensive and efficient benefit programs that reduce costs while providing high levels of benefits
 - g. Proposed plan structures and offerings
 - h. Availability of in-network provider in proximity to the District and employee's zip codes
 - i. Competitive fee structure
 - j. Future stability of cost
2. If oral interviews are needed, they will be held during the week of April 11, 2022.
3. Based on this selection process, one firm will be recommended to the De Soto School District Board of Education.

Terms and Conditions

The De Soto School District reserves the right to reject any or all of the proposals. If, through any cause, the firm shall fail to fulfill, in a timely and proper manner, the obligations agreed to, De Soto shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least fifteen working days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed. The contract will be awarded to the Company whose offer conforming to the RFP is determined to be most advantageous to the District, price and other factors considered. The District reserves the right to act as sole undisputed judge of what is most advantageous to the District.

Request for Proposal Bid Form — Attachment A
(Please submit completed Bid Form with your proposal documents)

Name of Bidder:		
Address (Street):		
Address (City, State, Zip Code):		
Phone #:	Fax #:	Email Address:

The undersigned acknowledges the receipt of the follow Addenda:

Addendum No. _____ Date: _____ Addendum No. _____ Date: _____

Base Bid Price Medical:

The undersigned bidder agrees to provide all products or perform services required as shown and indicated in the request for proposal specifications for following the per employee per month cost:

MEDICAL	Plan 1	Plan 2	Plan 3
Employee Only	\$	\$	\$
Employee + Spouse	\$	\$	\$
Employee + Child(ren)	\$	\$	\$
Employee + Family	\$	\$	\$

Total of MEDICAL fees including broker fee, stop loss costs, medical claims administration fees, and all other fees.

For transparency purposes, flat annual fee proposals are required on a fixed dollar per employee per month (PEPM) rate.

	Broker Fee	Stop Loss Cost	Medical Claims Administration Fee	All Other Fees
FY2023				
FY2024				
FY2025				
FY2026				
FY2027				

Base Bid Price Dental:

The undersigned bidder agrees to provide all products or perform services required as shown and indicated in the request for proposal specifications for following the per employee per month cost:

DENTAL	Plan 1	Plan 2
Employee Only	\$	\$
Employee + Spouse	\$	\$
Employee + Child(ren)	\$	\$
Employee + Family	\$	\$

Total of additional DENTAL fees including broker fee, dental claims administration and all other fees.

For transparency purposes, flat annual fee proposals are required on a fixed dollar per employee per month (PEPM) rate.

FY2023	
FY2024	
FY2025	
FY2026	
FY2027	

All inclusive cost for employee only medical and dental PEPM, on the most cost effective plan for both medical and dental coverages \$_____.

\$_____ Dollars

Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern for the cost per employee per month for the first year.

BROKER FEES

Include the Broker Fee only per employee per month for the first year and subsequent years if additional contracts are awarded for Medical, Dental, and Life total inclusive cost.

FY2023	\$	PEPM
FY2024	\$	PEPM
FY2025	\$	PEPM
FY2026	\$	PEPM
FY2027	\$	PEPM

EXCEPTION SHEET

If the item(s) and/or services proposed in the response to this RFP is in any way different from that contained in this proposal, the proposer is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the proposer’s offer is in total compliance with all aspects of the proposal.

Below are the expectations or differences to the stated specifications (attach additional sheets as needed):

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. The De Soto #73 School District and the Board of Education would like to thank Bidders for their responses. Please complete the bid form, note any necessary modifications and submit.

Authorized Signature

Printed Name

Date

GENERAL CONDITIONS

ALL INTERESTED PARTIES SUBMITTING A PROPOSAL IN RESPONSE TO THIS REQUEST FOR PROPOSALS SHALL BE EXPECTED TO OBSERVE THE CONDITIONS AND REQUIREMENTS SET FORTH IN THESE GENERAL CONDITIONS. SUCH CONDITIONS AND REQUIREMENTS SHALL FORM AN INTEGRAL PART OF THE CONTRACT TO BE AWARDED BY THE DISTRICT. THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICALITIES THEREIN.

Proposals, prices, terms and conditions shall remain firm for a period of ninety (90) days from the due date for Proposals or until the time when the District takes official action on the Proposals.

The District reserves the right to modify the specifications prior to the Proposal submission deadline and will endeavor to notify all potential Companies that have received a copy of the specifications, but failure to notify shall impose no obligation or liability on the District.

Due regard will be given for the protection of proprietary information contained in all Proposals received. However, vendors should be aware that all materials associated with the procurement are subject to the terms of the Freedom of Information Act (FOIA) and all rules, regulations and interpretations resulting there from. Proposals containing data that the Company does not want used or disclosed for any purpose other than evaluation of the Proposal may be restricted, provided the Company marks the cover sheet of the Proposal with the following legend: **“Technical data contained on pages _____ and _____ in this Proposal furnished in connection with the Request for Proposals of the De Soto #73 School District shall not be used or disclosed except for evaluation purposes, provided that, if a Contract is awarded to this Company as a result of or in connection with the submission of this Proposal, De Soto #73 School District shall have the right to use or disclose technical data to substantiate the award of a Contract.”**

The above restriction does not limit the District’s rights to use or disclose without the Company’s permission any technical data obtained independently from another source. Proposals shall not contain any restrictive language different from the above legend. Proposals submitted with restrictive legends or statements which differ from the above will be treated under the terms of the above legend. The District assumes no liability for disclosure or use of unmarked technical data and may use or disclose the data for any purpose.

The Company shall not, under penalty of law and immediate disqualification of the Proposal, offer or give any gratuities, favors or anything of monetary value to an officer, employee, agent, or Board of Education member of the District for the purpose of influencing favorable disposition toward a submitted Proposal or for any reason while a Proposal is pending or during the evaluation process.

No Company shall engage in any activity or practice, by itself or with other Companies, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Company’s Proposal.

The District may accept one part, aspect or phase, or any combination thereof, of any Proposal unless the Company specifically qualifies its offer by stating that the Proposal must be taken as a whole.

The District may award a contract based upon the initial Proposals received without discussion of such Proposals. Accordingly, each initial Proposal should be submitted with the most favorable price and service standpoint.

To facilitate consideration of the Proposals, the District may, at its option, conduct interviews after receipt of the Proposal. If this is necessary, the Company will be contacted to arrange a time for an interview.

The District reserves the right to hold negotiations in an attempt to clarify and qualify terms of any Proposal. The District reserves the right to negotiate final contract terms with any Company, regardless of whether such Company was interviewed or submitted a best and final Proposal. The District may accept any Proposal as submitted whether or not negotiations have been conducted between the parties. Neither the commencement nor cessation of negotiations shall constitute rejection of the Proposal or a counteroffer on the part of the District.

The District reserves the right to withdraw the award to a successful Company within 30 days of the award if, in the opinion of the District, the successful Company is unable or unwilling to enter into a form of contract satisfactory to the District. The District shall be entitled to do so without any liability being incurred by the District to the Company.

In the event of a conflict between the Proposal and the RFP, the District shall resolve any inconsistency in favor of the RFP. Additionally, the District shall in good faith decide all inconsistencies and/or disputes pertaining to the RFP and the Proposal. The Company agrees to abide by the decisions of the District. Any ambiguity in the Proposal because of omission, error, lack of clarity or noncompliance by the Company with specifications, instructions and all conditions of bidding shall be construed in favor of the District.

All of the terms and conditions of this RFP are deemed to be accepted by the Company and incorporated into the Company's Proposal submission. The terms and conditions stated in this RFP and the successful Company's response to this RFP shall be incorporated into a final Agreement between the District and the successful Company. Any conflict in the wording between the final Agreement and the wording of the terms and conditions of this RFP and the response of the Company shall be resolved in favor of the District and shall be deemed to be incorporated into the final Agreement.

The successful Company must not at any time assign any portion of its contract with the District nor shall it assign the contract without the written permission of the District. The successful Company must not, at any time, change sub-consultants approved by the District without written permission of the District, other than as listed in the bid submission.

The District may terminate the Agreement immediately without further cost or liability in the event of the occurrence of any of the following: insolvency of successful Company; liquidation or dissolution of successful Company; the institution of any voluntary or involuntary bankruptcy proceeding by or against the successful Company; assignment by successful Company for the benefit of creditors; or the appointment of a receiver or trustee to manage the property of the successful Company.

In the event the Board of Education of the District fails to approve the appropriation of funds sufficient to provide for the District's obligations under the Agreement, or if the funds are not appropriated due to federal, state or local action, the District shall have the right to terminate the Agreement by providing written notice to the successful Company and the District will thereby be relieved from all further obligations under the Agreement.

The submission of a Proposal will be construed to mean that the Company is fully informed as to the extent and character of the supplies, materials, equipment, and service in complete compliance with the specifications.

Prices shall be net, including transportation and delivery charges, to the destination indicated in the Proposal. Title shall not pass until items have been delivered to the acceptance by the District.

In all specifications, the words “or equal” are understood to follow each item description. The decision of the District as to whether an alternative or substitution is in fact “equal” shall be final.

All interested Companies submitting a Proposal in response to this RFP shall be expected to observe the conditions and requirements set forth in the RFP. Such conditions and requirements shall form an integral part of the contract to be awarded by the District.

PROPOSALS:

- 1) All proposals must be submitted in writing and in accordance with instructions provided by the District.
- 2) Proposals received after the time stated in the notice to Interested Parties may not be considered. The Interested Party assumes the risk of any delay in the mail or in the handling of the mail by employees of the District. Whether sent by mail or by means of personal delivery, the Interested Party assumes responsibility for having his proposal deposited on time at the place specified.
- 3) General and special instructions, in connection with each item against which a proposal is submitted, must be given to constitute a proposal.
- 4) The submission of a proposal will be construed to mean that the Interested Party is fully informed as to the extent and character of the supplies, materials, equipment, and service in complete compliance with the specifications.
- 5) No charge will be allowed for federal, state or municipal sales and excise taxes because the District is exempt from such taxes. The proposal price shall be net and shall not include the amount of any such tax.
- 6) In all specifications, the words “or equal” are understood to follow each item description. The decision of the District as to whether an alternate or substitution is in fact “equal” shall be final.
- 7) Prices shall be net, including transportation and delivery charges, to the destination indicated in the proposal. Title shall not pass until items have been delivered to and accepted by the District.

PRODUCT OR SERVICES INCLUDED:

The interested party shall furnish all labor, materials and equipment necessary to perform the scope of work and any services under the Contract, with direction from the District.

PRICE ESCALATION CLAUSE:

No increase in overhead and/or profit to the Vendor will be allowed. At the time of request, the interested party must furnish written substantiation of increase by its supplier/manufacturer to the Purchase Officer. Such substantiation shall be in the form of invoices, receipts and/or other appropriate documentation showing costs in effect at the time of proposal versus cost in effect at the time of the request for price escalation. Any price increase must be substantiated to the satisfaction of the District and shall only be effective upon acceptance by the District in writing.

MATERIAL LISTED:

Each Interested Party shall submit, on attached sheets, the exact names of the various items on which it is submitting proposals. Items shall be clearly marked and fully describe any variations from that specified. While the District has used considerable efforts to ensure an accurate representation of information in this RFP document, the information contained herein is provided solely as a guideline for proposers. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP document is intended to relieve proposers from forming their own opinions and conclusions in respect to the matters addressed in this RFP document.

INSURANCE:

The Vendor, at its sole cost and expense, shall obtain and maintain a General Commercial Liability Insurance policy, which includes coverage for contractual liability, products liability and completed operations and property damages. The interested party will also keep in force and effect throughout the Term workers' compensation insurance to the extent required by law. The vendor is also responsible for any data breaches of information and will cover all costs related to the protection, recovery, and restitution of any data breach.

INDEMNIFICATION AND HOLD HARMLESS:

The Vendor shall indemnify and hold harmless the District and its Board of Education, officers, employees, agents, representatives and volunteers from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to, all expenses of litigation, court costs, penalties, and attorney's fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of the interested party, its agents, servants, employees, persons or entities engaged as independent contractors by the interested parties and suppliers, provided, however, that the interested party shall not be required to indemnify for the following:

- (a) acts or conduct by third parties, other than the District and its Board of Education, officers, employees, agents, representatives and volunteers, not under the control of the interested party, except for persons or entities engaged as independent contractors by the Vendor;
- (b) claims where the District has failed to give adequate, prompt written notice thereof to the interested party;
- (c) claims settled without the prior written consent of the interested party; or
- (d) acts of intentional misconduct or negligence by the party to be indemnified.

CONFLICT OF INTEREST:

The interested party hereby covenants and agrees that there is no officer or employee of the District forbidden by law to be interested in the Contract, either directly or indirectly, who will benefit their from.

INDEPENDENT CONTRACTORS:

The District and the interested parties are independent of one another and shall have no other relationship. Neither party shall have, or hold itself out as having the right or authority to bind or create liability for the other by its intentional or negligent act of omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.

GOVERNING LAW:

The Contract shall be governed by and construed in accordance with the laws of the State of Missouri. Any litigation or other proceeding arising under the Contract shall be commenced in a court of appropriate subject matter jurisdiction in the State of Missouri, County of Jefferson.

COMPLIANCE WITH DISTRICT REGULATIONS:

The interested party shall cause all persons performing work on behalf of interested party and the District to comply with all instructions pertaining to conduct and building regulations issued by the District. All such persons shall wear readily visible identification mutually satisfactory to the District and the Vendor.

The interested party shall cause all such persons to preserve and protect all confidential information of the District to which they may have access during the performance of work. The District may promulgate and modify the rules and regulations relating to the conduct of the Vendor and all persons performing work

under the Contract as the District, in its sole discretion, may determine. The interested party shall cause all persons performing work to comply with such modifications.

The Company is responsible for its own verification of all information provided to it. The Company must satisfy itself, upon examination of this RFP, as to the intent of the specifications. After the submission of the Proposal, no complaint or claim that there was any misunderstanding will be entertained. The Company agrees that it will make no claim for additional payment or seek an extension of time for completion of the work or seek any other concession because of any misinterpretation or misunderstanding of the RFP, or of any failure to fully acquaint itself with all conditions relating to the proposed work.

No oral interpretation will be made to any Company as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on the District. Unauthorized contact by the Company with other District employees or Board members regarding the RFP may result in disqualification.

THANK YOU FOR YOUR PROPOSAL TO THE DESOTO #73 SCHOOL DISTRICT