

INDEPENDENCE 30 SCHOOL DISTRICT



REQUEST FOR PROPOSALS:

STUDENT ACCIDENT INSURANCE PROTECTION

April 29, 2021

The School District of the City of Independence District 30 ("District") will accept qualifications for a student accident insurance provider in accordance with RSMo § 376.969 and as described in the attached request. All insurance providers responding to this RFP ("Respondents") are invited to submit five (5) copies of a formal proposal as described in the attached RFP.

PROPOSAL SHALL BE LABELED

"PROPOSAL- STUDENT ACCIDENT INSURANCE PROTECTION"

2021-SAI-002

AND ADDRESSED TO:

**Independence School District
Attn: Dr. Lance Stout, Deputy Superintendent
201 N. Forest Avenue
Independence, MO 64050**

PROPOSALS MUST BE RECEIVED BY:

4:00 PM CST on Friday, May 21, 2021

REQUEST FOR PROPOSAL FOR STUDENT ACCIDENT INSURANCE PROTECTION

1. Introduction

1.1. Background on the Request for Proposal

The Independence School District (“District”) is issuing this **Request for Proposal for Student Accident Insurance Protection** (“RFP”) for group accident insurance protection for students, grades pre-kindergarten through twelfth grade that will include coverage for the categories set forth in Section 2 of this RFP (“the Student Accident Insurance Protection”). The District will evaluate submissions of all insurance providers responding to this RFP (individually, “Respondent”) under the evaluation criteria in this RFP. The District is soliciting responses to this RFP from insurance providers to provide it with Student Accident Insurance Protection. At the conclusion of this RFP, the District intends to select and contract with one or more insurance providers to assure that the District has ongoing accident insurance coverage for students, grades pre-kindergarten through twelfth grade, during the regular school term and while attending academic summer school classes for educational credit.

1.2. Background on the District

The District, a public school district created, organized and operating under the Constitution and the laws of the State of Missouri, is an independent body politic and corporate, and a political subdivision of the State of Missouri. The District has an enrollment of approximately 14,000 students. The District operates 3 comprehensive high schools, 1 alternative school, 4 middle schools, 20 elementary schools, and two early childhood programs. The governing body of the District is a seven-member Board of Education. The Administration of the District is headed by the Superintendent of Schools. Currently, the District has been covered through Lawrence E. Smith & Associates.

2. Scope of Services Required

All Respondents must be able to provide Student Accident Insurance Protection which meets the following conditions:

- 2.1. Provide at least twenty-five thousand dollars (\$25,000.00) Maximum Medical Benefit per covered student participant accident with no deductible.
- 2.2. Include in coverage an Excess Coverage Provision (benefits payable in excess of all other collectible primary sources of coverage).
- 2.3. Provide coverage for students during activities and classes that are exclusively school-sponsored, school funded and directly supervised by a paid school employee during the regular school term and academic summer school classes for educational credit.
- 2.4. Per RSMo. § 376.425, provide coverage which does not limit or exclude surgical benefits to one procedure when multiple procedures are done in one operating session.

3. Content of the Proposal

All proposals must include the following:

3.1. Identity of the Respondent

- 3.1.1. **Name of the Respondent** – The Proposal shall include the legal name of the Respondent submitting the Proposal.
- 3.1.2. **Address of the Respondent** – The Proposal shall include the mailing address of the Respondent.
- 3.1.3. **Principal Contact** – The Proposal shall identify the Respondent’s principal contact, including contact information. See Section 4.1.1.1 of this RFP.

3.2. Group Rates and Billing

- 3.2.1. **Group Rates** – The Proposal shall indicate the rates for covering the following:
 - 3.2.1.1. All Missouri State High School Activities Association (MSHSAA) activity participants during MSHSAA designated seasons;
 - 3.2.1.2. Sixth (6th), Seventh (7th), and Eighth (8th) grade Interscholastic athletic team participants;
 - 3.2.1.3. Pre-kindergarten through Twelfth (12th) grade students during all other school sponsored activities and classes, including summer school academic classes; and
 - 3.2.1.4. Kids Safari, before and after school participants.
- 3.2.2. **Billing** – The Proposal shall indicate in what manner Respondent will bill the District.

3.3. Qualifications of Respondent

- 3.3.1. **Qualifications with Respect to Areas in the Scope of Services** – The Proposal shall include a detailed self-analysis of Respondent’s ability to provide student accident insurance protection that meets the needs of the District, addressing each area set out in the Scope of Services, Section 2, above. The self-analysis should include Respondent’s experience providing coverage to entities similar to the District and include Respondent’s experience in the areas Discussed in the Scope of Services.
- 3.3.2. **Additional Qualifications** – Respondent may provide the District with additional information Respondent believes is pertinent to an assessment of Respondent’s qualifications.

3.4. References

- 3.4.1. **Number of References** – Respondent shall submit three (3) client references.
- 3.4.2. **Type of References** – References from school districts or other governmental entities are preferred.
- 3.4.3. **Content of References** – References must include the following information: name of the entity, address of the entity, telephone number of the entity, and the individual at the entity to be contacted.

3.5. Conflicts of Interest

- 3.5.1. **Relationships with Members of the Board of Education and Administration** – Respondent shall state any professional, business, or familial relationship that Respondent as an entity or principals of Respondent has or have with any current member of the Board of Education of the District, or with any administrator of the District.
- 3.5.2. **Representation of Other Clients that May Pose a Conflict of Interest** – Respondent shall state if it is representing a client where such representation will likely result in a conflict with Respondent’s representation of the District.

3.6. Statement of Assurances and Signature

- 3.6.1. **Assurances** – Respondent shall include a statement that Respondent has read and understands the instructions in this RFP, and that Respondent can provide the services specified in this RFP.
- 3.6.2. **Signature** – The original copy of the Proposal shall be signed by an authorized representative of Respondent.

4. Submission of Responses

4.1. Questions Regarding the Request for Proposal

- 4.1.1. **Questions/Requests for Clarification** – Questions/Requests for clarification regarding the proposal will be accepted through the end of business, May 17, 2021. Questions/Requests for clarification regarding the proposal should be addressed to:

Dr. Lance Stout, Deputy Superintendent
Independence 30 School District
201 N. Forest Avenue
Independence, Missouri 64050
lance_stout@isdschools.org

4.2. Submission Requirements

4.2.1. **Date and Time Proposal Is Due** – The Proposal must be submitted not later than 4:00 PM CST, on Friday, May 21, 2021.

4.2.2. **Location of Submission** – Proposal shall be submitted to:

Jennifer Lane
Administrative Assistant to the Deputy Superintendent
Independence 30 School District
201 N. Forest Avenue
Independence, Missouri 64050
jennifer_lane@isdschools.org

4.2.3. **Identification of Submission** – The Proposal shall be enclosed in a sealed envelope labeled: “**PROPOSAL – STUDENT ACCIDENT INSURANCE PROTECTION.**”

4.2.4. **Form of the Submission** – The District will accept hard copies of the Proposal, only. Electronic or facsimile copies will not be accepted.

4.2.5. **Number of Copies** – The Submission shall include one (1) original and four (4) copies of the Proposal

4.2.6. **Contents** – The Proposal must include all of the information required by Section 3.

4.2.7. **Modification of Proposal** – Respondent may modify its Proposal up to the time that proposals are due.

4.2.8. **Withdrawal of Proposal** – Respondent may withdraw its Proposal up to one hour before the Proposals are due.

5. Evaluation of Proposals and Award of Contract

5.1. **Evaluation Committee** – The District may appoint a committee (Committee) to review the proposals and make a recommendation to the Board of Education.

5.2. **Interviews** – The District may elect to narrow the field and interview Respondents.

5.3. **Evaluation Criteria** – The criteria used by the District in evaluating the proposals include:

5.3.1. Qualifications and experience with projects of similar scope or complexity;

5.3.2. Staff experience and competence;

5.3.3. Pricing scale of services;

5.3.4. Familiarity with Independence School District and the project area;

5.3.5. Approach; and

5.3.6. References.

5.4. Awarding of Contract – The Board of Education will award the contract for student accident insurance protection to the insurance provider or providers which, in the sole discretion of the Board of Education, offers the services for the lowest price or in the best interest of the District. The Board of Education reserves the right to reject any and all proposals. The decision of the Board of Education is final.

5.4.1. **Date of the Award** – It is the intention of the Board of Education to award a contract under this RFP on or before August 1, 2021. However, the Board is not bound by this date, and may take up to ninety (90) days after proposals are submitted to award a contract under the RFP.

5.4.2. **Contract** – If a Proposal is accepted, the District and Respondent may enter into a contract (“Contract”) consistent with this RFP, the Proposal, and such additional terms as negotiated between the District and Respondent. Any subsequent contract will include, at least, the following terms:

5.4.2.1. **Duration of the Contract** – The Contract will run for four (4) years and may be renewed for two (2), one (1) year terms, upon agreement between Independence 30 School District and the successful insurance provider. Per RSMo. § 376.696, however, the duration of the Contract, including any renewals, shall not exceed six (6) years.

5.4.2.2. **Termination of the Contract** – The Contract may be terminated by either party upon thirty (30) days advance written notice to the other party.

5.4.2.3. **Tax Exemption** – The District is exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished with the State of Missouri.

5.4.2.4. **E-Verify** – Missouri law requires all companies doing business under contracts greater than \$5,000 with government entities to attest that all their employees and subcontractor’s employees are “lawfully present in the United States.” The Contractor agrees to annually provide the District a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the federal work authorization program (“E-Verify”) with respect to the employees working in connection with the contract and to affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

5.4.2.5. **Applicable Law** – Missouri Law shall govern this Contract, irrespective of choice of law principles.

5.4.2.6. **Compliance with Laws and Policies** – Contractor must comply with all federal and state anti-discrimination laws. Contractor must be licensed to do

business in the City of Independence. All work shall meet or exceed Americans with Disabilities Act Guidelines, as applicable.

5.4.2.7. **Sovereign Immunity** – The District preserves all immunities recognized at law. Nothing in the contract nor any transactions under the contract constitutes a waiver of Sovereign Immunity or Governmental Immunity by whatever name as set forth in Mo. Rev. Stat. § 537.600 et seq. Any insurance required by the contract or any transactions under the contract does not waive any defense or immunity available to the District or its employees by statute or at common law.

5.4.2.8. **Hold Harmless** – The Contractor agrees to protect, defend, indemnify, and hold the School Board, the Independence School District, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the Contractor, its agents, employees or representatives in the performance of the Contractor’s duties.

5.4.3. **Failure to Contract** – Failure of the District and Respondent to agree on the terms of the contract may cause the avoidance of the award.

6. Other Provisions

6.1. This RFP – in part or in whole – is not intended to be, nor shall it be construed as being, a commitment of any kind by the District. There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing a Proposal in response to this request.

6.2. The District reserves the right to reject any or all proposals.

6.3. The District reserves the right to waive any informalities and minor irregularities in any proposal received. The District, in its sole discretion, will determine whether an irregularity is minor.

6.4. Proposals, fees, costs, terms and conditions shall remain firm for ninety (90) days from the due date for proposals.

6.5. Proposals may not be withdrawn for ninety (90) calendar days from the due date for proposals without the express written consent of the District.

6.6. Respondent is responsible for its own verification of all information provided to it. Respondent must satisfy itself, upon examination of this RFP, on the intent of the terms, conditions, and specifications.

6.7. The District may award a contract based upon the initial proposals received, without further communication with the Respondents.

6.8. The District, at its option, may conduct interviews after receipt of the proposals.

- 6.9.** The District reserves the right to enter into negotiations to clarify and qualify terms in a Proposal.
- 6.10.** The District reserves the right to negotiate final contract terms with any Respondent, regardless of whether such Respondent was interviewed.
- 6.11.** Respondent shall not offer or give any gratuities, favors, or anything of monetary value to an officer, employee, agent, or Board of Education member of the District to influence favorable disposition toward a submitted Proposal or for any reason while a Proposal is pending or during the evaluation process. Such practice shall result in automatic rejection of the Proposal.
- 6.12.** No Respondent shall engage in any activity or practice, by itself or with other Respondents, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Such practice shall result in automatic rejection of the Proposal.
- 6.13.** If a conflict arises between the Proposal and the RFP, the District shall resolve any inconsistency in favor of the RFP. The District shall resolve all inconsistencies and/or disputes pertaining to the RFP and a Proposal in good faith. Respondent agrees to abide by the decision of the District.
- 6.14.** The District is committed to providing equal opportunity in all areas of recruiting, hiring, retention, promotion, and contracted service. The District further commits itself to the policy that there shall be no unlawful discrimination against any person because of race, color, religion, disability, age, gender, or national origin.