REQUEST FOR PROPOSAL

for

LIFE AND LONG-TERM DISABILITY INSURANCE
Policy Inception: January 1, 2022

Ronda Stegmann
Executive Director

MISSOURI STATE EMPLOYEES’ RETIREMENT SYSTEM (MOSERS)
907 Wildwood Drive
Jefferson City, Missouri 65109
www.mosers.org

All communications and questions regarding this RFP should be directed via email to MOSERS at InsurerRFP@mosers.org (hereinafter referred to as the “Contact Email”). You should review the RFP for instructions on how to respond.

DUE DATE FOR NOTICE OF INTENT TO RESPOND:
March 31, 2020 2:00 p.m. Central Time

DUE DATE FOR RESPONSES TO RFP:
April 23, 2020 2:00 p.m. Central Time
Section I. Introduction

A. Summary of Request

The Missouri State Employees’ Retirement System (“MOSERS”) is soliciting premium quotations for an initial five-year contract with a five-year renewal option, from experienced insurance companies to provide MOSERS’ members with long-term disability (“LTD”), group life and group voluntary life insurance. MOSERS seeks one insurance company (the “Insurer”) to provide all plans. MOSERS’ life and LTD insurance plans are currently provided through The Standard Insurance Company on a direct basis, void of any broker and net of all commissions.

**MOSERS will only contract directly with the Insurer. A third-party broker and/or agent will not be used.** Policy inception date is anticipated to be January 1, 2022. The Insurer will be required to provide coverage similar to the current coverage plans offered to MOSERS members. For a detailed description of the Insurer’s scope of services, see Section III.

B. Role of MOSERS’ Insurance Consultant

MOSERS has engaged Bob Charlesworth of Charlesworth Consulting, LLC to assist in the search process. Please note, the MOSERS Board of Trustees is responsible for the selection and appointment of the Insurer.

C. Closing Date for Receipt of Intent to Respond

Companies intending to respond to this RFP must send an email indicating such intent to the Contact Email by **2:00 p.m. Central Time on March 31, 2020**. If your intent to respond is not received by that time, your company’s proposal will not be considered.

D. Closing Date for Receipt of Proposals

Proposals must be received by MOSERS at the Contact Email with specific reference line titled: “Life/LTD Insurance proposal for MOSERS”, by **2:00 p.m. Central Time on April 23, 2020**.

E. Information about MOSERS

MOSERS is an instrumentality of the State of Missouri vested with powers and duties specified in state law, providing retirement, survivor, life insurance, and long-term disability benefits to its members, including most state employees, members of the Missouri General Assembly, elected state officials, judges, administrative law judges, and legal advisors. MOSERS is responsible for managing an $8.1 billion portfolio of investments held in trust for the payment of member benefits. MOSERS also administers two defined contribution plans, including the State of Missouri Deferred Compensation Plan for state employees and retirees and the College and Universities Retirement Plan (CURP) for higher education faculty employees.

MOSERS is administered by an 11- member Board of Trustees. The MOSERS Executive Director is responsible for managing the day-to-day operation of MOSERS. MOSERS’ fiscal year runs from July 1 through June 30. A copy of the most recent completed Comprehensive Annual Financial Report (CAFR) can be obtained on our website at [www.mosers.org](http://www.mosers.org).

End of Section
Section II. Respondent Requirements & Minimum Qualification

To be considered and potentially awarded a contract, your company must satisfy all of the following requirements and minimum qualifications.

A. Requirements

To satisfy these requirements, your company must:

1. agree to enter into a written contract;
2. be willing to customize services as instructed by MOSERS;
3. agree to provide the services as detailed in Section III, as well as comply with all the requirements stated in this RFP;
4. provide assurance that its organization does not have, nor could it potentially have, a material conflict of interest with MOSERS or any MOSERS service provider. (For a list of MOSERS’ service providers, please see the latest version of MOSERS’ CAFR available at www.mosers.org);
5. demonstrate proficiency and experience in providing products and services specified in Section III; and
6. agree to comply with the policies noted in Attachments 3 and 4.

B. Minimum Qualifications

To meet the minimum qualifications, your company must:

1. have at least two similar contracts with public entities of similar size and complexity during the last five years;
2. have the necessary management and technical capability to perform the services required by the RFP;
3. be qualified as an established company regularly engaged in the type of business required by this RFP;
4. be licensed in the state of Missouri and in good standing with the Missouri Department of Insurance;
5. certify it has not participated in collusion with intent to defraud or commit any act in restraint of trade, directly or indirectly, for the purpose of obtaining an unfair competitive advantage;
6. certify it is not delinquent in any payments due to MOSERS or the state of Missouri; and
7. provide evidence of having a minimum rating as indicated below, as of December 31, 2019, or for the most current rating period:
   - A.M. Best: A with financial size category of X
   - Standard & Poors: AA-
   - Moody’s: Aa3
   - Fitch: AA-

MOSERS reserves the right to consider proposals that do not meet these minimum qualification requirements, if it believes it is in the best interests of MOSERS to do so.

End of Section
Section III. Scope of Services

A. Description
MOSERS is seeking proposals for an initial five-year contract with a five-year renewal option, from experienced insurance companies to provide MOSERS’ members with LTD and life insurance. The expected policy inception date is January 1, 2022. MOSERS seeks one Insurer to provide all plans; however, MOSERS reserves the right to have separate insurers for the life insurance plan and that of the LTD plan.

B. Use of Insurance Brokers/Commissions
The Insurer is required to contract directly with MOSERS and not use the services of a third-party broker and/or agent. Premiums quotes should be “net of commission” and not include payment to any third-party broker, agent, or consultant.

C. Current Benefits
Attachment 1 “Plan Provisions” details required plan provisions and optional plan provisions.

1. All Insurers must submit proposed coverage plans that meet the provisions labeled “required” in Attachment 1. Any variances from the required plan provisions must be clearly defined and explained.
2. Plan provisions labeled as “optional” in Attachment 1 are currently provided, but may not be desired in the future, depending on cost.
3. All Insurers must provide the current coverage level of life and/or LTD benefits to members as reflected in Exhibit A “Census Data”.
4. Current members on LTD will remain with the current provider for LTD, group life, and voluntary life coverage until LTD eligibility ends.

Further detail on current plan provisions and some key historical detail, including census data of MOSERS’ members and retirees, is available in the attached exhibits or upon request, as labeled below, to the Contact Email.

- Exhibit “A” is the Census Data (upon request only)
- Exhibit “B” is the LTD Benefit Handbook
- Exhibit “C” is the LTD Plan Document
- Exhibit “D” is the Basic & Voluntary Life Insurance Handbook
- Exhibit “E” is the Basic & Voluntary Life Plan Document
- Exhibit “F” is the LTD and Life 5-Year Plan History (upon request only)
- Exhibit “G” is the MOSERS’ Claims History (upon request only)

D. Plan Enhancements
Proposals may also include any proposed enhancement to the current plan coverage. Any proposed enhancement should be documented in Attachment 1 “Plan Provisions” in the sections titled “Enhancements – Life Insurance” and/or “Enhancements – Long Term Disability”. The costs associated with any proposed enhancement should be specifically stated.
E. Other Duties

In addition to the above requirements, the Insurer will be required to:

1. assign a service team specific to MOSERS to assist with calls and questions from MOSERS staff, which includes direct access regarding claims, conversions, legal, contract, premium administration, underwriting, and finance;
2. accommodate a monthly self-billing process, in which MOSERS maintains all demographic and beneficiary information;
3. provide, at a minimum, semi-annual loss information on all plans offered;
4. prepare for, and materially participate in, an on-site due diligence review conducted by MOSERS at Insurer’s place of business at least every three (3) years. Typically, the review is a two-day process which includes a deep dive into several areas of plan performance, including but not limited to:
   - review of questionnaire completed by Insurer prior to on-site visit;
   - meetings with team members assigned to MOSERS; and
   - meetings with Insurer’s claim managers, underwriting managers, legal, and finance;
5. participate in bi-weekly calls with MOSERS staff to discuss any open claim issues, performance issues, plan discrepancies as claims may be appealed, etc.;
6. attend at least two (2) on-site meetings in Jefferson City, Missouri per calendar year after implementation has been proven successful. Such meetings are anticipated to be similar to the bi-weekly calls with detailed discussion on plan performance;
7. assist in preparing, drafting, and reviewing MOSERS’ member communications; and
8. participate in MOSERS’ staff training.

F. Required Functionality

1. Insurer must be able to accept and provide member information via a secure electronic transmission.
2. Insurer must be able to accept new, changed, suspended, or terminated coverages electronically (securely transferred file, secure web service, or other secure electronic transmission).
3. Insurer must be able to provide approvals or denials on new, changed, suspended, or terminated coverages electronically (securely transferred file, secure web service, or other secure electronic transmission).
4. If paper documentation is required to verify member eligibility, MOSERS requires, at a minimum, utilization of the internal MOSERS pension administration system to download and print documents from within the system.

End of Section
Section IV. Submitting Proposals

To be considered, your company’s proposal must be (1) “complete” (as defined below) and (2) filed in a timely manner and in the format and manner described below.

A. Components of a Complete Proposal

A proposal is considered complete if it includes:
1. a signed letter of transmittal; and
2. the exhibits requested below.

Letter of Transmittal

The letter of transmittal must contain the following:
1. your company’s name, address, and telephone number;
2. a statement confirming that your company meets the requirements and minimum qualifications in Section II;
3. a statement to the effect that the proposal is a firm and irrevocable offer good until October 1, 2020;
4. the following concluding statement: “I hereby certify that I have read the RFP in its entirety and fully understand the requirements listed therein. I further certify that I am an authorized agent of the company empowered to submit the response to the RFP and authorized to sign a contract with MOSERS.”; and
5. the signature of the agent authorized by your company and with whom MOSERS should communicate regarding your proposal, including this person’s name, title, position, telephone number, and email address.

Exhibits

A complete proposal must include the following exhibits:
1. your company’s completed Attachment 1 “Plan Provisions”; and
2. your company’s answers to Attachment 2 “Questionnaire”.

B. Timely Filing of a Complete Proposal

To be considered, MOSERS must receive electronic copies (no paper copies) of your company’s complete proposal (letter of transmittal and exhibits) at the Contact Email, in any standard, word-searchable format (e.g., Word, PDF) no later than 2:00 p.m. Central Time on April 23, 2020. Proposals received after that time will not be considered.

MOSERS Email: InsurerRFP@mosers.org

Proposal Brevity

Conciseness and clarity of content are emphasized and encouraged. Voluminous, vague and/or general proposals may be considered nonresponsive and may result in disqualification.

Arrangement of Materials

When submitting your materials, you should provide a table of contents, followed by the letter of transmittal and then the exhibits. Pages should be sequentially numbered and organized, and
sections should be tabbed for easy reference. Also, where signatures are requested, they must be provided by a principal or officer authorized to bind your company.

End of Section
Section V. General Instructions & Information

A. Communications and Questions Regarding the RFP

All communications and questions about this RFP or the Insurer’s role must be sent to the Contact Email by the deadline for questions in the timeline below. To ensure that all companies have the same information and instructions concerning the preparation of their proposals, all appropriate questions received will be responded to in writing and posted at www.mosers.org/vendor-opportunities. The parties submitting questions will remain anonymous.

All questions must be received by MOSERS at the Contact Email by 5:00 p.m. Central Time on March 31, 2020. It is the intent that a formal response to the questions will be made available by Wednesday, April 8, 2020.

You are advised that MOSERS’ only official position is that position which is stated in writing and issued by MOSERS as an RFP and any amendment thereto. No other means of communication, whether oral or written, shall be construed as MOSERS’ formal or official response or statement.

During the Quiet Period (set forth in Section VI), you are prohibited from discussing this RFP with any MOSERS trustee, officer, employee, agent, representative, service provider, or consultant, except for questions directed to the Contract Email by 5:00 p.m. Central Time on March 31, 2020. You may be disqualified for not complying with this requirement.

B. Revision of Proposals

You may revise and resubmit your company’s proposal at any time before the deadline for submittal. If you want to revise your company’s proposal, you must (1) send written notice to the Contact Email that you want to withdraw your previously submitted proposal in whole from consideration and (2) submit a new complete proposal in compliance with Section IV before 2:00 p.m. Central Time on April 23, 2020. If you submit a revised proposal (1) without providing written notice to the Contact Email or (2) that does not comply with Section IV, then your revised proposal will be disregarded.

C. Withdrawal of Proposals

Proposals may be withdrawn by written request prior to the closing deadline for receipt of proposals. Thereafter, all proposals shall remain valid and be binding until October 1, 2020.

D. RFP Timeline

MOSERS will make a good faith effort to follow the proposed timeline below, but may amend it as it deems necessary. You are encouraged to regularly visit the website for any changes in the timeline.

If selected by MOSERS for an interview, Insurers are expected to have availability for an in-person interview at MOSERS’ office in Jefferson City, Missouri, on the dates noted below.
## TENTATIVE TIMELINE

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<th>RFP Steps</th>
<th>Dates</th>
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<td><strong>RFP Issued / Quiet Period Begins</strong></td>
<td>March 6, 2020</td>
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<td><strong>Intent to Respond Due / Last Day of Questions from Insurers</strong></td>
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<td>Answers to Q&amp;A Posted</td>
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<td><strong>Proposal Submittal Deadline</strong></td>
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<td>Identify Top Candidates</td>
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End of Section
Section VI. Selection Process and Evaluation Criteria

A. Selection Process
MOSERS will review and rank proposals which are complete and timely submitted. MOSERS representatives may discuss a company’s proposal as part of the evaluation process. An award (if any) will be made to the Insurer whose proposal is deemed most advantageous to, and in the best interest of, MOSERS.

B. Quiet Period Provisions
The Quiet Period begins March 6, 2020, and ends with execution of a contract with the successful Insurer. MOSERS reserves the right to request additional information from any or all companies to assist it in the evaluation process. Except for the communications sent to the Contact Email, you are prohibited from discussing this RFP with any of MOSERS’ trustees, officers, employees, agents, representatives, service providers, or consultants. You may be disqualified for not complying with these provisions. This also applies to MOSERS’ current service provider who may respond to this RFP.

C. Evaluation Criteria
Proposals submitted in response to this RFP may be accepted as submitted, or may be used as a basis for further negotiation with companies. In evaluating proposals, MOSERS will consider among other things, the following:

1. relevant client experience providing similar services during the past five (5) years and company information;
2. client service/quality assurance;
3. member services;
4. reporting;
5. risk management and systems;
6. premiums and any other costs. Insurers are urged to initially submit their best offer; and
7. adequacy of responses to Attachment 1 “Plan Provisions”, including key policy definitions (ex. total disability, own occupation, waiver of premium claims, etc.). *

*Note: Proposals that include plan coverage of only the “required” plan provisions as labeled in Attachment 1 will be deemed acceptable. While MOSERS’ currently provides the plan provisions labeled “optional” in Attachment 1, proposals that include “optional” plan provisions or enhancements may not receive a higher total score depending on associated costs.

End of Section
Section VII. Terms and Conditions

The terms and conditions for the Insurer will be as set forth in the definitive contract with MOSERS. The process for finalizing the contract and standard terms and conditions for MOSERS’ contracts are provided below.

By submitting a proposal in response to this RFP, the Insurer certifies their acceptance of all terms and conditions set forth within this RFP. MOSERS recognizes that the contract may have additional provisions to comply with Missouri insurance regulations. Any exceptions to these terms and conditions must be specifically noted in the proposal.

A. Contractual Agreement

The contract terms will be negotiated between MOSERS and the successful company. You are cautioned that your proposal shall be subject to acceptance by MOSERS without further clarification. The successful company will be asked to provide a contract template that is customary in its industry for MOSERS’ review.

B. Competitive Negotiations of Proposals

You are advised that, under the provisions of this RFP, MOSERS reserves the right to conduct negotiations of the proposals received or to award a contract without negotiation. If such negotiations are conducted, the following conditions shall apply:

1. negotiations may be conducted in person, writing, email, fax, or phone;
2. negotiations will be conducted only with Insurers who have submitted potentially acceptable proposals;
3. terms, conditions, prices, methodology, or other features of your proposal may be subject to negotiation and subsequent revision;
4. as part of the negotiations, you may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal; and
5. all Insurers involved in the negotiation process may be invited to submit a best and final offer.

C. Open Records Law

As an instrumentality of the State of Missouri, MOSERS is subject to the Missouri Open Records Act, section 610.010, RSMo., et seq. Accordingly, MOSERS may be required to release to third parties all information you provide in response to this RFP, regardless of whether you labeled such information “confidential” or “proprietary” or intended that the information not be released to third parties. MOSERS may be required to release the information without providing advance notice or without requesting permission from you to release such information.

By submitting a proposal, your company:
1. acknowledges and agrees that MOSERS, its officers, agents, and employees shall have no liability to your company or to any other person or entity for disclosing information in accordance with the Missouri Open Records Law, as interpreted by MOSERS; and

2. waives any and all claims or causes of actions against MOSERS and its officers, agents, and employees for compensation or any damages incurred by your company in connection with MOSERS’, or its officers’, agents’ or employees’ compliance with the Missouri Open Records Law.

You are advised to consult with your legal counsel regarding disclosure issues. MOSERS assumes no obligation or responsibility for asserting legal arguments on behalf of any Insurers responding to this RFP. Copyrighted proposals are unacceptable and will be disqualified as nonresponsive.

D. Confidentiality

During the RFP process, and if your company is awarded a contract, your company agrees:

1. to maintain all files and any other information provided by MOSERS necessary to provide the services herein in a secure and limited access area, under the strictest confidence, and accordingly, will not alter or disclose such files or other information except as provided herein. Upon the completion of the services, all such information and materials provided by MOSERS (Confidential Information) will be returned to MOSERS unless otherwise directed by MOSERS;

2. to not disclose any of the Confidential Information, in whole or in part, without the prior written consent of MOSERS, unless required to do so by a court order or by law. In that case, your company agrees to notify MOSERS in writing promptly and prior to making any such disclosure;

3. to limit access to Confidential Information to those of its employees, officers, and directors who reasonably require such access in the performance of their duties for MOSERS. You agree to take all such necessary precautions and exercise the same duty of care that it would undertake to prevent the disclosure of its confidential and proprietary information; and

4. that, if your company breaches any provision of these confidentiality provisions or discloses any Confidential Information in breach of these provisions or applicable law, MOSERS will suffer irreparable injury and be entitled to obtain injunctive relief or otherwise seek any relief and remedy available in law or in equity.

The remedies herein provided and those otherwise available in law or in equity shall be cumulative, and no one remedy will be construed as exclusive of any other.

E. Choice of Law, Jurisdiction, and Venue

Any litigation involving MOSERS must be brought in Cole County Circuit Court, Cole County, Missouri, and be subject to Missouri law, whether or not related to this RFP or any contract or agreement entered into pursuant to this RFP. Any alternative dispute resolution procedures involving MOSERS must occur in Cole County, Missouri. By submitting a proposal, your company agrees to submit to this choice of law, jurisdiction, and venue for any and all such litigation or alternative dispute resolution proceedings.
The Insurer shall comply with all local, state, and federal applicable laws and regulations related to the performance of the contract to extent that the same may be applicable. The Insurer will abide by the authority provided to it by the Missouri Department of Insurance.

F. No Representations or Warranties

MOSERS makes no representations or warranties, expressed or implied, as to the accuracy or completeness of the information in the RFP and nothing contained herein is or shall be relied upon as a promise or representation, whether as to the past or the future. The RFP does not purport to contain all of the information that may be required to evaluate the RFP and any recipient hereof should conduct its own independent analysis of MOSERS, MOSERS’ Life and LTD plans, and the information contained or referenced herein.

G. Revision of the RFP

If MOSERS revises any part of this RFP or determines that any additional information is needed to clarify the provisions of this RFP, MOSERS will issue written addenda, which shall be posted on the MOSERS website. MOSERS shall not be bound by any deviation from, or to, this RFP unless MOSERS agrees to it in writing.

H. Required Materials

Proposals must address all the requirements of this RFP. MOSERS is not responsible for receipt of any proposal that is not submitted or delivered properly. All RFP materials shall include complete, properly executed, and detailed supporting documentation as required. You agree to provide MOSERS your proposal in compliance with Section IV. You also agree that you will not discuss any aspect of your proposal with any other company that may also be responding to this RFP.

It is your responsibility to carefully review this RFP and all related documents. Submittal of a proposal is conclusive evidence that your company understands and agrees to all requirements and specifications. Please state with specificity any inability to comply with, or any deviation from, any term or requirement of this RFP. MOSERS shall interpret any lack of exception as your full agreement to the provisions of the RFP requirements unless specifically noted. Exceptions will not become a part of the final contract unless expressly agreed to by MOSERS in writing.

I. Specific Requirements

You are responsible for reviewing all portions of this RFP. Please notify MOSERS via the Contact Email, as soon as possible, if you discover any ambiguity, discrepancy, omission, or error in this RFP. MOSERS may modify this RFP, prior to the proposal due date, by issuing written addenda, which shall be posted on the MOSERS website. You are responsible for ensuring your proposal reflects any and all addenda issued by MOSERS prior to the proposal due date, regardless of when the proposal is submitted. As provided above, you may re-submit a proposal provided you do so prior to the proposal due date.

All proposals and accompanying documentation become the property of MOSERS and will not be returned.
There is no expressed or implied obligation for MOSERS to reimburse you or any other person for any expenses incurred in preparing a response to this RFP or in participating in subsequent meetings, interviews, or discussions with MOSERS or its representatives. Each proposal must conform to the requirements of this RFP. **Conciseness and clarity of content are emphasized and encouraged. Voluminous, vague and/or general proposals may be considered nonresponsive and may result in disqualification.** Failure to provide all requested information may result in disqualification. MOSERS reserves the exclusive right to determine compliance with these requirements and to exclude from consideration proposals that, in MOSERS’ judgment, do not so conform.

**J. Permits and Licenses**

The Insurer must furnish and maintain certification of authority to conduct business in the state of Missouri. The Insurer shall procure all necessary local permits and licenses, unless exempt under state law. The Insurer will require the same of all subcontractors (if utilized).

**K. Indemnification**

Insurer agrees to defend, indemnify, and hold MOSERS, its officers, employees, affiliates, agents and representatives and their respective successors and assigns (collectively, the “Indemnified Parties”) harmless from and against any and all liabilities, claims, losses, damages costs and/or expenses, including without limitation, attorneys’ fees, costs (including costs of investigation) and expenses, which the Indemnified Parties or any of them may suffer or incur in connection with (i) a breach by Insurer of a representation or warranty of Insurer in the contract, (ii) a breach by Insurer of its obligations under this contract, and/or (iii) the negligence, gross negligence, misconduct, bad faith or fraud of Insurer or any of its employees, affiliates, agents, or representatives in performing Insurer’s obligations under the contract.

**L. Term of Agreement and Renewal**

The initial Agreement shall be in effect for a period of five (5) years, effective January 1, 2022. The Agreement may be renewed by MOSERS for an additional five-year period upon one hundred and twenty (120) days written notice from the renewal date by MOSERS to the Insurer. Any increase in the subsequent renewal premiums or any change in the benefit coverage shall only become effective on the renewal date and requires one year (365 days) prior written notice to MOSERS from the renewal date.

**M. Amendments**

No amendments, modification or other changes to the contract shall be valid or effective absent the written agreement of both parties.

**N. Termination**

MOSERS shall have the right to terminate the contract, in whole or in part, at any time due to Insurer’s breach of a contractual obligation or if Insurer files a petition for bankruptcy, reorganization, dissolution, liquidation, or receivership. Such termination shall become effective on the date specified in a written termination notice to Insurer.
MOSERS reserves the right to terminate the contract, in whole or in part, at any time, for the convenience of MOSERS, without penalty or recourse, by giving written notice to the Insurer at least ninety (90) days prior to the effective date of such termination. The Insurer may terminate the contract only if MOSERS breaches or is in default of any obligations of the contract, by giving written notice to MOSERS at least 30 days prior to the effective date of such termination.

Your company must agree that no provision in this RFP or in your proposal shall be construed, expressly or impliedly, as a waiver by MOSERS of any existing or future right or remedy available at law in the event of any claim of default or breach of contract.

O. Invoices and Payments

The monthly premiums will be paid within thirty (30) days for the preceding month. The Insurer will have the right to audit appropriate MOSERS records to determine the accuracy of the monthly premium paid. Any discrepancies must be identified by the Insurer within ninety (90) days after receipt of the premium payment and such discrepancy must be submitted in writing to MOSERS. Failure to identify a discrepancy within the time frame stated shall be considered as acceptance of MOSERS’ calculations and records.

P. Assignment

The successful Insurer may not assign its rights or delegate its obligations under the contract without the prior written consent of MOSERS. Insurer may subcontract for the performance of any of its services under the Agreement.

Q. Conflict of Interest

This RFP is subject to cancellation by MOSERS if any person significantly involved in initiating, negotiating, securing, drafting, or creating the offer on behalf of MOSERS is, at any time while the RFP is in effect, an employee of any other party to the RFP in any capacity or a consultant to any other party of the RFP with respect to the subject matter of the RFP.

R. Gratuities

No gratuities, in the form of entertainment, compensation, gifts, or otherwise, shall be offered or given by the Insurer, or any agent or representative of the Insurer, to any Board of Trustee Member, officer, or employee of MOSERS with a view toward securing a contract or securing favorable treatment with respect to a contract.

S. Independent Contractor

The successful Insurer will represent itself to be an independent advisor and shall not represent itself to be an employee of the State of Missouri or MOSERS. Therefore, if successful, your company agrees to assume all legal and financial responsibility for taxes, FICA, employee fringe
benefits, workers’ compensation, employee insurance, minimum wage requirements, overtime, etc.

T. Force Majeure
Neither party shall be responsible for any delay or failure in performance of any part of the contract or agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control.

U. Ban on Pay-to-Play Practices
The MOSERS Board of Trustees has adopted a policy banning pay-to-play practices and prohibiting MOSERS from contracting with any outside service provider who has engaged, is engaging, or is about to engage in any actions that would violate that policy. The selected Insurer will agree, in writing, to the policy prior to entering into a final contract with MOSERS. The pay-to-play policy is attached as Attachment 3.

End of Section
Section VIII. Underwriting Information

A. General Facts

1. Not all departments require comprehensive pre-employment physicals.

2. Most departments do not own, lease, operate or charter aircraft or watercraft. Most air travel is done via commercial airline with the exception of the Governor’s office of the state of Missouri.

3. Safety training is provided to members out in the field.

4. The number of sick-leave hours is included in Exhibit A “Census Data”.

5. While most departments operate regular business hours, some departments operate in “shifts”, such as Public Safety, Corrections, and Mental Health.

6. The departments do not anticipate any unusual changes in operations within the next year.

7. There are approximately ten active members (uniformed water patrol) that may be subject to Longshoremen and Harbor Workers Act exposure.

8. The average annual salary of a MOSERS member in fiscal year 2019 was $39,000.