



Purchasing  
 Truman State University  
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 Kirksville, MO 63501  
 Phone: 660-785-4326  
 Fax: 660-785-7337  
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 Website: [http:// www.truman.edu/businessoffice/purchasing](http://www.truman.edu/businessoffice/purchasing)

March 13, 2018

**REQUEST FOR PROPOSALS (RFP)**  
**EMPLOYEE BENEFITS CONSULTING SERVICES**  
**PROJECT SP18-21**

<b>SUBMITTAL DEADLINE</b>	<b>SUBMIT</b>
2:00 P.M. CST Local Time, Tuesday, April 3, 2018	Original plus Five (5) Copies and One (1) Electronic copy via CD, DVD or Thumb Drive
<b>DELIVERY BY MAIL</b>	<b>DELIVERY BY HAND</b>
Truman State University Attn: Kim Murphy, CPPO, CPPB Purchasing Department 106 McClain Hall 100 E. Normal Ave. Kirksville, MO 63501	Truman State University Purchasing Department 106 McClain Hall Kirksville, MO 63501

Submittals from minority, women and disadvantaged business enterprises are encouraged.

**Faxed or Electronic submissions will NOT be accepted**



**VENDOR REGISTRY FOR NOTIFICATION OF INTENT TO RESPOND**

**Truman State University**

**Project SP18-21  
Employee Benefits Consulting Services**

Please complete and submit this form prior to the submittal deadline as shown on the Request for Proposal document. Please fax to 660-785-7337 or email to [kmurphy@truman.edu](mailto:kmurphy@truman.edu). This page is not part of the RFP package and must be submitted to notify Truman State University of your interest in this project and for Truman to notify your organization of any addenda. These addenda are issued if there is a need to change the specifications or closing date/time of the request.

**INTENT TO RESPOND STATEMENT**

\_\_\_ YES      Our organization plans to submit a response to this solicitation for bids:

**NO RESPONSE STATEMENT**

\_\_\_ No      Our organization is not submitting a response for the following reason(s):

- |   |  |
|---|--|
| <input type="checkbox"/> We do not offer this commodity and/or service or an equivalent | <input type="checkbox"/> Insufficient time to respond to the invitation to bid.      |
| <input type="checkbox"/> Our schedule would not permit us to perform                    | <input type="checkbox"/> Cannot meet delivery requirements                           |
| <input type="checkbox"/> The project is too small                                       | <input type="checkbox"/> Licensing restrictions (please explain)                     |
| <input type="checkbox"/> The project is too large                                       | <input type="checkbox"/> Other reasons or additional comments (please explain below) |

Name of Organization: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Address: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

**REQUEST FOR PROPOSALS  
FOR  
EMPLOYEE BENEFITS CONSULTING SERVICES**

**Project No. SP18-21**

**TRUMAN STATE UNIVERSITY  
Kirksville, Missouri**



**March 2018**

Proposal Opening Date: April 3, 2018

Time: 2:00 PM CDT

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## Request for Proposal – Notice to Vendors

Truman State University is requesting sealed proposals from qualified firms to provide employee benefit consulting services.

Proposals are to be addressed and delivered to the Purchasing Department, 106 McClain Hall, Truman State University, Kirksville, MO 63501 until 2:00 PM CDT, Tuesday April 3, 2018, at which time the names of those firms or individuals submitting proposals will be read aloud. No other public disclosure will be made until after an award of the contract.

Request of Proposal documents are available from the University by contacting the below address or on the Purchasing Website at <http://www.truman.edu/businessoffice/purchasing/open-bids/>.

A one-page Proposer Registry for Notification of Intent to Respond to this RFP document is the second page of the RFP document. This form is required if you plan to submit a proposal and wish to receive any (1) RFP addenda and (2) answers to questions regarding the RFP or addenda that have, in the University's opinion, general applicability. If your Firm chooses not to respond, we ask that you complete the bottom half of this page and return to us.

The University's delivery address is:

Truman State University  
Purchasing Department  
McClain Hall 106  
100 East Normal  
Kirksville, MO 63501



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Kim Murphy, CPPO, CPPB  
Purchasing Supervisor  
Truman State University

**TRUMAN STATE UNIVERSITY**  
**REQUEST FOR PROPOSAL FOR EMPLOYEE BENEFITS CONSULTING SERVICES**

**A. INTRODUCTION**

Truman State University (“Truman or University”) is soliciting proposals from qualified firms to provide employee benefits consulting services. This request for proposal contains background information on the University and specific information that must be included in the proposals submitted. Proposals must be submitted by 2:00PM, April 3, 2018, to the Purchasing Department.

**B. BACKGROUND**

Truman State University (hereinafter Truman or University) is Missouri’s only public liberal arts and sciences institution. The Missouri Coordinating Board has recognized Truman as a public, highly selective university offering bachelors and masters degrees. Truman’s mission is to provide an affordable alternative to a private college liberal arts education.

Truman currently enrolls approximately 6,000 students and approximately 770 full-time employees. Truman is located in northeast Missouri in Kirksville, Missouri. Additional information regarding Truman is available on its website at [www.truman.edu](http://www.truman.edu). Truman has used Gallagher Benefits Service, Inc. as its consultant since July 2004. Proposals are being sought to comply with the University’s commitment to good business practices.

Truman implemented a self-insured plan for health benefits (including pharmacy) for employees, dependents and eligible early retirees who are not Medicare eligible beginning January 1, 2012. Truman utilizes Aetna’s Choice POS II network and Aetna is the third party administrator for health and prescription drug benefits. Other benefits listed below are fully insured. Truman works with the following vendors for benefits:

- The Standard (Life, Long Term Disability & AD & D)
- Davis Vision (Vision)
- Delta Dental of Missouri (Dental)
- Sun Life for stop-loss coverage

Truman currently provides the following insurance type benefits:

Full-Time Employees:                   The University provides Health (including pharmacy), Dental, Basic Life, Long Term Disability, and Accidental Death and Dismemberment. Premiums for Health (and pharmacy) and Dental are primarily paid for by the University for the employee. Basic Life, Long Term Disability and Accidental Death and Dismemberment for the employee are paid for by the University at 100%.

In 2013, the University implemented a wellness program which resulted in employees receiving medical premium credits (beginning 1/1/2014) based upon participation in a biometric screening (finger stick blood test provided by eHealth Screening), health assessment and tobacco use affidavit. The wellness initiative also includes flu shots. Smoking cessation wellness web-based programs through Aetna are promoted by the University. Aetna also provides limited funding for wellness initiatives. The Wellness Committee with the University Recreation Center has promoted a walking program for the last eight years. All

full-time University employees are provided access to the Campus Fitness/Recreation Center as part of their benefits.

Dependent Health (University pays approximately 60%).

Additional Life, Dependent Life, Vision and dependent Dental available at employee cost.

Currently, the University is paying approximately \$6.7 – 7.2 million per year for health, dental, life and disability coverage. There are no part-time or student employees on the plan.

Please refer to the University benefits web page for rates at the following link: <http://hr.truman.edu/benefits/>.

### C. SCOPE OF SERVICES

The University is a labor intensive entity and as a result, our compensation packages must be designed to help the University remain competitive for faculty, staff and administration. The selected Consultant will be expected to bring expertise to assist the University in making educated decisions on its insurance benefit plans, which are critical to the compensation package. The selected Firm should evaluate existing programs and delivery methods.

The University became self-insured as of January 1, 2012 and has plan coverage and an Administrative Services Only contract through Aetna. Aetna is a three-year renewable agreement that renewed January 2017. ASO fees are scheduled for this three-year period. We just renewed with Standard as of January 2018. Delta Dental and Davis Vision renewed as of January 1, 2016. The selected Consultant will be expected to provide assistance as the University continues this self-insured plan.

The University has a campus-wide Wellness Committee. The selected Consultant will be expected to meet with these groups at least once a year.

The selected Consultant should be an objective advisor to the University; doing work on an ongoing basis during the contract term. The contract term is for a period of five (5) years beginning on July 1, 2018. This contract will expire June 30, 2023.

**The selected Consultant will not be allowed to submit a proposal to provide any of the insurance coverages selected by the University.**

### D. CONSULTANT'S RESPONSIBILITIES

The following is a list, but not all-inclusive, of Employee Benefit Consulting Services that will be required during the term of this contract:

1. Negotiate all insurance renewals, including meeting directly with insurance company underwriters and place insurance as directed.
2. Analyze claim experience/financial development for all insurance coverages.

3. Prepare annual reports, in any reasonable annual format requested in advance by the Human Resources Director, for each line of coverage, analyzing financial developments, network utilization, insurer cost structures, etc., and make recommendations regarding changes, modifications and/or benefit enhancements.
4. Review all insurance, benefit and administrative service documents for accuracy and adherence to prior agreements (but not perform a legal review).
5. Provide open enrollment support as requested, including, but not limited to, assisting with the development of open enrollment materials and the determination of health fair attendees, and coordinating and participating in open enrollment meetings as reasonably requested. Open enrollment support is generally provided on an annual basis during the one-day Benefits Fair.
6. Meet with medical vendor at least twice a year (open enrollment and annual claim review). Meet with other vendors annually.
7. Assist with budget projections on future costs of benefit programs.
8. Review contracts with providers for accuracy in rates, benefits, eligibility and coverage definitions.
9. Review Summary Plan Documents (SPDs) for accuracy, make recommendations regarding changes, modifications and/or benefit enhancements, and negotiated changes with carriers.
10. On a requested basis, provide actuarial services/certification for Incurred but not Reported (IBNR) claim liability.
11. Provide ACA compliance and reporting services.
12. Assist with claims and billing issues as requested. Interaction will primarily be with HR staff. The current consultant has provided support with specific coverage issues and policy language application.
13. Assist with the implementation/transitioning of carriers/administrators.
14. Alert the Executive Director of Human Resources of legislative mandates and assist with compliance.
15. Prepare and release request for proposals as directed by the Executive Director of Human Resources. Analyze insurance proposals according to criteria approved by the director and present the results of such analysis to the appropriate parties.

#### **D. SUBMISSION OF PROPOSAL**

1. Proposal responses must be signed, sealed and returned (with all necessary attachments) to the following address on or before 2:00 PM on Tuesday, April 3, 2018.

Truman State University  
Purchasing Department  
106 McClain Hall  
Kirksville, MO 63501  
Attn: Kim Murphy



2. One (1) original and five (5) copies of the proposal response are required to be submitted. Proposal responses will not be accepted by fax machine. All proposals shall be sealed in a package and clearly marked "Request for Proposal, Project SP18-21 for Employee Benefits Consulting Services". Proposals will be accepted up to the time and date shown as indicated above. Vendors are responsible for ensuring that proposals are received by the deadline. Proposals received after the deadline will be considered non-responsive and will be removed from consideration on this basis.
3. Before submitting a proposal, the vendor should become thoroughly familiar with all contract conditions referred to in this document, and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP. It shall be the vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.
4. All copies and contents thereof of any proposal, attachment, and explanation thereto submitted in response to this Request for Proposal, except copyright material, shall become the property of the University. All copyright material must be clearly marked. Proposing vendors **must** examine the entire RFP carefully. Failure to do so shall be at Proposing vendor's risk.
5. If your proposal contains any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". The University is the final authority as to the extent of material that is considered proprietary or confidential. Pricing information cannot be considered proprietary.
6. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when the University determines that it is in their best interest to do so. The University also reserves the right to hold all proposals for a period of up to three (3) months after the opening date.
7. Any award of a contract/purchase order resulting from the RFP document will be made only by written authorization (contract/purchase order) from the Purchasing Department.
8. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this RFP document must be submitted in writing and forwarded to the address noted above and directed to the Purchasing Department, Kim Murphy, Purchasing Supervisor; faxed to 660.785.7337 or emailed to [kmurphy@truman.edu](mailto:kmurphy@truman.edu). Submission questions and subsequent responses will be issued as an addendum to all prospective firms on file. No addenda will be issued later than 72 hours prior to the time and date scheduled for the receipt of responses except an addendum postponing or withdrawing the RFP. The deadline for all formal inquiries must be submitted by March 23, 2018. Failure to submit inquiries by this deadline may result in the inquiry not being answered. Please note that the University will answer informal questions only after this date.
9. The University makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an addendum to this RFP. Proposing firms shall not rely on any verbal responses from the University.
10. The University reserves the right to conduct discussions with Proposing Firms and to accept revisions of proposals and to negotiate price changes. Price, although a consideration, will not be the sole determining factor. During this discussion period, the University will not disclose any information derived from proposals submitted, or from discussions with other Proposing Firms. Once an award is made, the solicitation file and the proposals contained therein, are in the public record and will be disclosed upon request.
11. To facilitate the evaluation process, Consultants are requested to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein. Each distinctive section

should be titled with each individual evaluation category and all materials related to that category should be included therein. Consultants are requested to provide the requested information in their response.

## **E. PROPOSAL REQUIREMENTS**

The following items should be specifically addressed in the proposal submitted and must reference the item number:

1. Executive Summary  
A brief (1-2 pages) narrative highlighting the information provided. The Executive Summary should not include cost information.
2. Consultant's Background
  - 2.1 Length of time in business.
  - 2.2 A brief description of the Consultant's firm, including location of home office and the location of the office that will handle Truman's account.
  - 2.3 Consultant's firm size and organization. Include an organizational chart showing staffing and lines of authority for the key personnel to working with Truman account.
3. The qualifications of your firm and its ability to provide consultation services.
  - 3.1 Qualifications and relevant experience of the Consultant or Consultants who will participate in the consulting services and a detailed explanation of their role in this project. Missouri or Midwest experience in higher education consulting should be noted.
4. Relevant experience with similar consulting projects with colleges and universities.
  - 4.1 Include information from past work that displays the Consultant's experience in providing this type of service.
  - 4.2 Must furnish evidence of having successfully provided consulting services to higher education or similar entities within the past two calendar years that are of similar size and scope to the University employee base. Truman is especially interested in work handled from the office that will be working with our campus. The following information regarding each contract must be provided:
    - 4.2.1 Name of Entity
    - 4.2.2 Address
    - 4.2.3 Contact Person's Name
    - 4.2.4 Telephone Number
    - 4.2.5 Dates of the Contract
    - 4.2.6 Brief written description of the specific prior services performed and requirements thereof.
5. The Consultant must include a description of any potential conflict of interest and plans for avoiding the conflict.
6. Missouri Executive Orders.

Proposals are being sought from Missouri and out-of-state companies. To comply with the Governor of Missouri's Executive Order No. 3-27, 4-09 and 98-21, Consultants should provide the following information as it relates to this project:

- 6.1 A description of the proposed services that will be performed that will be provided by Missourians.
- 6.2 The economic impact returned to the State of Missouri through tax revenue obligations.
- 6.3 A description of the Consultant's economic presence within the State of Missouri (e.g., facilities; offices; outlets; other including Missouri employee statistics).
- 6.4 If any services offered under this RFP are being performed at sites outside the United States, the Consultant must disclose such fact and provide details with their proposal.
- 6.5 MBE/WBE Certification. Consultants are encouraged to utilize certified minority and women-owned business in selecting other appropriate resources.

Note: In the evaluation of proposals, additional preferences may be applied in accordance with Chapter 34 RSMo. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

7. An audited financial statement should be provided and enclosed in a separate envelope with the Original copy of the Response only to be maintained as confidential information by Truman.
8. Costs

Consultants should provide costs for all services broken down by the components outlined in the Scope of Work Section of this RFP. These costs should reflect all of the costs related to the consulting services including travel or other expenses incurred by the selected Consultant. Consultants should also outline any resources Truman is required to provide. Please specify if consultant is compensated by companies they may recommend to Truman.

Any cost incurred by Consultants in the preparation of a proposal shall be considered a cost incurred and borne by that Consultant.

#### 9. Questionnaire

Consultants should submit information in their proposal in response to the following questions for consideration which documents successful and reliable experience in past performances as related to the requirements of this RFP document.

- 9.1 What sets your consultant apart from your competitors?
- 9.2 Truman is self-insured for health insurance. Please discuss your firm's experience in this area.
- 9.3 Describe the process your consultant uses for carrier renewals and negotiations.
- 9.4 Describe your consultant's ability to assist Truman with employee communications.
- 9.5 Provide examples of your consultant's leadership and innovation in the consulting industry.

- 9.6 Describe your company's (as well as your local office's) relationship with Truman's incumbent vendors, if any.
- 9.7 Describe any past legal action brought against your firm or any principal, partner, or officer of your firm during the past five years. Describe any such actions currently pending. Include the resolution of any past action.

**F. Evaluation Method for Proposals**

- 1. All proposals received from qualified Consultants will be evaluated. Award of the business will be made to the Consultant who provides the best combination of services, cost and value as determined by Truman. Truman reserves the right to accept or reject any or all proposals submitted for consideration. In addition, Truman reserves the right to negotiate specific aspects of a proposal submitted.

The selection committee will first determine a proposal satisfies the requirements stated in this RFP document.

- 2. The following factors will be considered in making any decision relative to contracting for consulting services:
  - 2.1 Cost of providing services.
  - 2.2 Experience in working with similar groups showing innovation.
  - 2.3 References for quality of services provided as well as the extent of services provided.
  - 2.4 Financial stability and background (including experience in risk management) of the organization, its principals, its primary account representatives and any key employees to be associated with Truman's account.
  - 2.5 Clarity and completeness of the proposal submitted.
  - 2.6 Truman is anticipating paying for the work of the Consultant; therefore the Consultant must declare any intentions of receiving any Commissions in their response.
  - 2.7 The Consultant must outline the cost, if any, for site visits to the University.
- 3. All responsive and responsible proposals will be subjected to a comparative assessment of the published evaluation criteria. The award of a contract/purchase order will be based on the best proposal response in accordance with the evaluation criteria listed below:

Cost	40
Financial Capacity, Reliability, Value & Expertise	20
Successful record of similar projects, Plan of work for this RFP	30
MBE/WBE	5
Missouri Economic Impact	5

4. The University reserves the right to make an award to the responsive and responsible Proposer whose product and/or service meets the terms, conditions and specifications of the RFP and whose proposal is considered to best serve the University's interests.
5. After the initial screening process, respondents may be asked to make an oral presentation to clarify details of their response if deemed necessary by Truman to clarify or verify the Consultant's proposal and to develop a comprehensive assessment of the proposal. Consultants are cautioned not to contact employees of Truman concerning this RFP during the evaluation process.
6. Truman reserves the right to consider historic information and fact, whether gained from the Consultant's proposal response, question and answer conferences, references, or any other source, in the evaluation process.
7. The Consultant is cautioned that it is the Consultant's sole responsibility to submit information related to the evaluation categories and that Truman is under no obligation to solicit such information if it is not included with the Consultant's proposal response. Failure of the Consultant to submit such information may cause an adverse impact on the evaluation of the Consultant's proposal response.
8. Proposal responses will be evaluated on the Consultant's distinctive plan for performing the requirements of this RFP. Since the evaluators have already read the Scope of Work as described in this RFP, it is not necessary for Consultants to repeat the exact RFP language, or to present a paraphrased version, as an original idea for a technical approach.
9. Consultants will be required to provide a written narrative that demonstrates the method or manner in which they propose to satisfy the requirements of the Scope of Work. A step-by-step description of tasks or events that are proposed to accomplish the scope of this project must also be provided. Consultants must identify any additional resources required of Truman not previously outlined in this RFP. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. In addition, Consultants should specify the personnel who are proposed to perform each task.
10. The final determination of award shall be made by Truman. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected. Truman will notify all Consultants responding to this RFP the Consultant whom has been selected to perform these services. Any proposal award protest must be received within 10 days after the date of notification of award in accordance with the State statute.

#### **G. General Contractual Requirements**

1. The contract between Truman and the selected Consultant shall consist of (1) RFP and any amendments thereto, and (2) the proposal submitted by the selected Consultant in response to this RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, Truman reserves the right to clarify any contractual relationship in writing with the concurrence of the selected Consultant and such written clarification shall govern in case of conflict with the applicable requirements stated in this RFP or the selected Consultant's proposal response. In all other matters not affected by the written clarification, if any, the RFP shall govern. The Consultant is cautioned that its proposal shall be subject to acceptance by Truman without further clarification.
2. Any change in the contract including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the selected Consultant and Truman. Any amendments to the contract shall (1) specify an effective date; (2) specify any increases or decreases in the amount of the

selected Consultant's compensation, if applicable; (3) describe changes, if any, to the provisions of the contract; (4) be entitled as an "Amendment"; and (5) signed by the parties identified in the preceding sentence. The selected Consultant expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.

3. All reports and materials developed or acquired by the selected Consultant as a direct requirement specified in the contract/purchase order shall become the property of Truman. No reports or materials prepared, as required by the contract/purchase order, shall be released to the public without the prior written consent of Truman.
4. The selected Consultant shall not at any time sell, convey, transfer, mortgage or assign any interest in the contract/purchase order, either in whole or in part, nor any of its rights, title, interest or privilege hereunder whatsoever, in the contract/purchase order without the prior written consent of Truman.
5. Consultants agree that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. Consultants further agree that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract/purchase order.
6. The Consultant shall not provide any perquisites, favors, or gifts to any Truman employees which tend to curry favor with any specific persons or which incur expenses to be borne by Truman. The Consultant shall not attempt to gain support and appreciation from any group of employees other than providing the high quality consulting services possible.
7. Upon filing for any bankruptcy or insolvency proceeding by or against the Consultant, whether voluntary or involuntary, or upon the appointment of a receiver, trustee or assignee for the benefits of creditors, the Consultant must notify Truman immediately. Upon learning of such actions, Truman reserves the right at its sole discretion to either cancel or reaffirm the contract.
8. Truman may cancel the contract at any time for a breach of any contractual obligation by providing the selected Consultant with a written notice of such cancellation. Should Truman exercise its right to cancel the contract/purchase order for such a reason, the cancellation shall become effective on the date as specified in the Notice of Cancellation sent to the selected Consultant.
9. Truman reserves the right to terminate the contract at any time without penalty or recourse, by giving written notice to the Consultant at least 30 days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment and accomplishments prepared, furnished or completed by the Consultant pursuant to the terms of the contract shall, at the option of Truman, become the property of Truman. The Consultant shall be entitled to receive just and equitable compensation for that work completed pursuant to the contract prior to the effective date of termination.
10. Any written notice of the Consultant shall be deemed sufficient when deposited in the United States mail, postage prepaid, and addressed to the Consultant or at its address as listed on the signature page of the contract, or as such address as the Consultant may have requested in writing.
11. As a public institution, Truman must follow State of Missouri rules and regulations regarding the procurement of services. Data obtained through this consulting process must be handled as confidential and may not be shared with other firms who may want to do business with Truman without the prior written approval of the University's Purchasing Department. Any future business with Truman will be obtained through a proposal process.

12. The contract shall be construed according to the laws of the State of Missouri. The Consultant shall comply with all local, state and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable. .
13. The Consultant represents himself/herself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Truman. Therefore, the selected Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc. and agrees to indemnify, save and hold Truman, its officers, agents and employees, harmless from and against any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

#### **H. Indemnification and Insurance**

1. The Consultant chosen for the contract will be required to provide professional risk management services as defined in the RFP. The selected Consultant chosen to fulfill the contract is responsible for maintaining, during the life of this contract, appropriate general and professional liability insurance in the amount of at least \$2,000,000 per occurrence. Any Consultants to the contracted party will also maintain appropriate professional liability coverage during the period of the contract between Truman and the contracted party.
2. The Consultant chosen must provide evidence of the appropriate coverage being in place and in force. Such proof will be required within 30 days following the execution of the contract for consulting services and be in the form of a Certificate of Insurance which must include Truman as an additional named insured. If at any time during the contract period, said insurance is cancelled, the Consultant is required to provide notice to Truman of the cancellation within 48 hours of receipt of the notice of cancellation.

**TRUMAN STATE UNIVERSITY  
PROPOSAL CERTIFICATION**

The Consultant certifies it is authorized to obligate the represented firm and further agrees with all terms, conditions, and requirements of the Truman's RFP.

The Consultant further certifies the responses and resulting proposal to Truman's Request for Proposal are true and accurate.

In submitting a response to Truman's RFP, the Consultant understands that Truman retains the right to reject any and all proposals and to waive irregularities and informalities therein, and to award the contract in the best interests of Truman. It is also understood that proposals may not be withdrawn for a period of **30 days** after the date and time set for the receipt of proposals.

The Consultant hereby affirms:

- (1) That I am the Consultant (if the Consultant is an individual), a partner in the Consulting Firm (if the Consultant is a partnership), or an officer or employee of the Consulting Firm having authority to sign on its behalf (if the Consultant is a corporation);
- (2) That the proposal has been arrived at by the Consultant independently, and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the RFP designed to limit independent bidding or competition;
- (3) That the contents of the proposal has not been communicated by the Consultant or its employees or agents to any person not an employee or agent of the Consulting Firm or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and
- (4) That the Consultant has fully informed himself/herself regarding the accuracy of the statements made in their response.
- (5) The Consultant is registered with and maintains good standing with the Secretary of State of the State of Missouri, as may be required by law or regulation.
- (6) The undersigned certifies that their firm (check one) \_\_\_\_\_ IS or \_\_\_\_\_ IS NOT currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

In compliance with this RFP document, Project No. SP18-21, and after carefully reviewing all the terms, conditions, and requirements contained therein, the undersigned agrees to furnish such services in accordance with the specifications of this RFP.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Federal Tax ID No.

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number