



REQUEST FOR PROPOSAL

For Animated Videos

Release Date: January 16, 2013

Due Date: 2 p.m. January 23, 2013

PROPOSAL MUST BE RECEIVED NO LATER THAN EXACTLY
TIME: 2:00 p.m. Central Time DATE: January 23, 2013

PROPOSALS RECEIVED AFTER THIS TIME **WILL NOT** BE CONSIDERED FOR AWARD

Questions about this RFP should be directed by email to printing@mchcp.org. To ensure timely distribution of information to all bidders, questions must be submitted no later than January 17, 2012. Responses to questions from potential bidders will be posted to the Missouri Consolidated Health Care Plan (MCHCP) website at the same location as the RFP posting by January 18, 2012. In addition, any periodic updates regarding the RFP process will be posted at the same location.

This document constitutes a request for sealed proposals, including prices, from qualified individuals and organizations to furnish those services and/or items as described herein.

Proposals must be **delivered to** MCHCP, 832 Weathered Rock Court, Jefferson City, MO 65101; or **mailed to** MCHCP, PO Box 104355, Jefferson City, MO 65110-4355. Proposals should be clearly marked "**Animated Videos RFP.**"

CONTRACT PERIOD: The term of this Contract is for a period of approximately one year from January 25, 2013, to December 31, 2013.

The first page of this RFP is required to be signed and returned with the Bidder's proposal. Note that return of the signed form from this RFP or amendment, if any, shall constitute acceptance by the Bidder of all terms and conditions of the RFP, plus all RFP amendments. The Bidder is advised to review all proposal submission requirements stated in the RFP and in any amendments thereto.

The Bidder hereby agrees to provide the services and/or items at the prices quoted, pursuant to the requirements of this document. The Bidder agrees that no binding contract exists until a Contract is signed by the Bidder and countersigned by an authorized representative of MCHCP. Responses to the questionnaire must be in a separate section of the proposal, and the questions must be repeated and answered in the order in which they are presented. The Bidder must also provide originals of all signature and pricing pages.

Bidder's Signature: _____

Bidder's Printed Name: _____

Title

Bidder's Email Address: _____

Company Name: _____

Mailing Address: _____

Telephone: (____) _____ Social Security or Federal Tax No: _____

**SECTION A
GENERAL INTRODUCTION**

A1. GENERAL INFORMATION

A1.1 This document is divided into the parts described below:

- Section A General Introduction
- Section B Scope of Work
- Section C General Contractual Requirements
- Section D Evaluation of Proposals
- Section E Questionnaire
- Exhibit A Pricing Page
- Exhibit B Contractor Certification of Compliance with Federal Employment Laws

A1.2 Schedule of Events

- | | |
|---|------------------------|
| • Release date of RFP | January 16, 2013 |
| • Proposals due to MCHCP (2:00 p.m. Central Time) | January 23, 2013 |
| • Anticipated contract award | January 25, 2013 |
| • Effective date of contract | Immediately upon award |

A1.3 All questions regarding technical specifications, bid process, etc. must be directed only to the email address indicated in this RFP. Bidders or their representatives may not contact MCHCP employees or any member of the MCHCP Board of Trustees concerning this procurement while the bid and evaluation are in process. Any such contact may result in the immediate disqualification of the bidder from further consideration.

A1.4 This document constitutes a request for sealed proposals from qualified organizations to provide the video services specified herein.

A1.5 MCHCP desires to contract per the attached specifications. All Bidders must submit pricing information on Exhibit A of this RFP, which must be completed, signed, dated and returned with the Bidder's proposal. Other proposal submission requirements are stated throughout this document. There will be no public openings of submitted bids, and proposals will remain confidential until such time as an award is made by MCHCP.

A1.6 Any contract awarded as a result of the RFP will become effective when signed by the authorized representative of MCHCP.

A1.7 MCHCP anticipates sending all video projects to one vendor but reserves the right to award separate bids.

A2. MINIMUM BIDDER REQUIREMENTS

A2.1 Time is of the essence in regard to this Contract. The Contractor must be extremely responsive, must be able to expedite production, and must deliver materials as specified.

A2.2 The Contractor must be licensed as necessary to do business in the state of Missouri in order to perform the duties described in this RFP, and be in good standing with the office of the Missouri Secretary of State.

A2.3 Bidders shall not be permitted to alter their price after submission except by written agreement with MCHCP.

- A2.4 Bidders must provide complete information regarding each subcontractor used by the Bidder to meet the requirements of this Contract.
- A2.5 Bidders must have at least two years experience in animated video production.
- A2.6 Bidders must provide three (3) business references and associated samples of work. References must include name of business, name of contact, address and phone number, along with samples of the animated videos created for that particular business. Other health care or health insurance industry references are preferred but not required.
- A2.7 Bidders must submit a detailed proposal regarding the services to be performed, including which, if any, of the services will be outsourced. The proposal should include the number of person hours planned for the included services.
- A 2.8 Bidders agree that any and all subcontracts entered into by the Bidder for the purpose of meeting the requirements of this bid are the responsibility of the Bidder.
- A 2.9 MCHCP will hold the Bidder responsible for ensuring that subcontractors meet all of the requirements of this bid and all amendments thereto.
- A2.10 The Contractor must maintain sufficient liability insurance to protect MCHCP against any reasonably foreseeable loss, damage or expense under this engagement.
- A2.11 The Bidder must produce at least part of the videos in-house. Contract will not be awarded to a bidder that proposes to outsource the entire job.
- A2.12 Bidders must complete all sections and answer **all** questions contained in the RFP. Incomplete proposals may be deemed nonresponsive and may **not** be considered as valid proposals.

A3. BACKGROUND INFORMATION

- A3.1 Missouri Consolidated Health Care Plan is governed by the provisions of Chapter 103 of the Revised Statutes of Missouri. Under the law, MCHCP is directed to procure health care benefits for most state employees. MCHCP also procures health care benefits for some non-state public entities. MCHCP wants to use animated videos to explain complex benefits and wellness topics. A previous animated white board video used by MCHCP to explain the benefits of health savings accounts can be accessed at <http://www.mchcp.org/stateMembers/videos/index.asp> under the *Health Savings Account: Your Financial Safety Net* link.
- A3.2 The following exhibits and attachments are included within this RFP:
 - A3.2.1 Exhibit A Pricing page
 - A3.2.2 Exhibit B Contractor certification
- A3.3 Animated videos will be combined with specific MCHCP campaigns and newsletter releases. As such, they must be available prior to the releases. Therefore, it is imperative that videos are received no later than the deadlines provided, so that MCHCP can prepare their release.

SECTION B SCOPE OF WORK

B1. BID SPECIFICATIONS

B1.1 MCHCP requests animated videos no more than three minutes in length for the following topics and deadlines:

- Preventive Care: Feb. 25, 2013
 - Include information about free annual exam, cancer screening and immunization benefits provided by MCHCP; emphasize their importance to overall health and decreased health care spending
- Insurance Concepts: March 25, 2013
 - Explain terms such as deductible, coinsurance, out-of-pocket maximum, copayments and how all of them work together; provide a brief health insurance 101 course
- Life of a Claim: April 25, 2013
 - Describe what happens after treatment is received – What should members pay, and what should they do to stay out of collections?
- Strive for Wellness Introduction: April 25, 2013
 - Strive for Wellness is an employee wellness program that launched in September 2012. It focuses on understanding health risks, making smart lifestyle choices, and empowering employees to take an active role in their health. Employees have access to a robust wellness program that provides health-related services and information at no cost. This video should introduce the program and explain why wellness is important to the state and employees. More information about the program is available at <http://www.mchcp.org/stateMembers/striveForWellness/index.asp>.
- Know Your Numbers: June 14, 2013
 - Introduce clinical recommendations for various health screening markers and conditions; include the following topics:
 - weight (body mass index)
 - what BMI means
 - complications associated with obesity
 - how to seek help – insurance coverage for counseling
 - blood pressure
 - what blood pressure means
 - healthy blood pressure
 - what are the ranges for high blood pressure
 - how to control blood pressure – physical activity and diet
 - questions to ask your doctor
 - blood sugar
 - what blood sugar means
 - healthy blood sugar levels
 - ranges for high blood sugar and what they mean
 - diabetes type 1 and type 2 definitions
 - complications of diabetes
 - what hgA1C means
 - how to control blood sugar – physical activity and diet
 - questions to ask your doctor
 - cholesterol
 - what cholesterol means – total cholesterol, HDL, LDL, VLDL, triglycerides
 - healthy cholesterol levels
 - complications of high cholesterol
 - how to control or reduce cholesterol – physical activity and diet

- tobacco
 - health risks of tobacco use
 - immediate and long-term effects of tobacco use
 - immediate and long-term benefits of quitting
 - Each topic should be combined into one video, but five shorter videos (one for each topic) should be edited and created from the combined video for a total of six videos.

- B1.2 MCHCP expects each of the following will be a part of the video production process:
- Research: The Contractor must learn about MCHCP's objectives and target audience to determine the most effective communication techniques and concepts for MCHCP members. The Contractor must perform market and health literacy research to determine the best animated videos to convey MCHCP's messages. The Contractor will communicate via phone and email with MCHCP staff to compile research.
 - Creative Concept: Before script writing, the Contractor will provide MCHCP staff with a creative concept for the video. The creative concept must be presented in writing by mail or email to MCHCP staff.
 - Script Writing: The Contractor will provide the script for approval by MCHCP staff. The script should include notations about what will appear on screen. The script must be presented in writing by mail or email to MCHCP staff.
 - Preliminary Story Board: The Contractor will deliver by mail or email thumbnail sketches of each completed scene and provide information about the essential elements of the scene.
- B1.3 Quality: Poor-quality research, creative concept, script writing, preliminary story board or finished video shall be sufficient reason for MCHCP to reject all or any part of the completed project. The deduction for rejected items will be prorated proportionate to the total bid price. Quality of the finished product should be greater than or comparable to the *Health Savings Account: Your Financial Safety Net* video.
- B1.4 Editing: MCHCP reserves the right to make edits throughout the video production process, up to and including the final cut, until MCHCP is completely satisfied with the final product.
- B1.5 Final product: The final video must be provided as a downloadable file in full high definition in a YouTube-supported audio and video format. The final video must include closed captioning, or the Contractor must provide the final script with the video so MCHCP can provide closed captioning services to its members.
- B1.6 Rights: Upon delivery of the final product to MCHCP, MCHCP owns full rights to the video, including copyright, with the understanding that MCHCP staff may use the video however they see fit (e.g. webinars, website, social media, etc.) as long as they do not alter or edit the video or its contents in any manner. The Contractor may not publicly advertise MCHCP's videos or use MCHCP's name or logo to gain future business prospects.

SECTION C
GENERAL CONTRACTUAL REQUIREMENTS

C1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in this RFP document or any amendment thereto, the definition or meaning described below shall apply.

- C1.1 **Amendment** means a written, official modification to an RFP or to a contract.
- C1.2 **Animated video** means an animated illustration or animated white board video.
- C1.3 **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- C1.4 **Bidder** means the person or organization that responds to this RFP by submitting a proposal with prices to provide the services as required in the RFP document.
- C1.5 **Contract** means a legal and binding agreement between two or more competent parties, in consideration for the procurement of services as described in this RFP.
- C1.6 **Contractor** means a person or organization who is a successful bidder as a result of this RFP and who enters into a contract with MCHCP for services described herein.
- C1.7 **Exhibit** applies to forms which are included with this RFP for the bidder to complete and return with the sealed proposal prior to the specified filing date and time.
- C1.8 **May** means that a certain feature, component or action is permissible, but not required.
- C1.9 **Must** means that a certain feature, component or action is a mandatory condition. Failure to provide or comply may result in a proposal being considered non-responsive.
- C1.10 **Pricing Pages** apply to the form(s) on which the Bidder must state the price(s) applicable for the services required in the RFP. The pricing pages must be completed and returned by the Bidder with the sealed proposal prior to the specified proposal filing date and time.
- C1.11 **Request for Proposal (RFP)** means the solicitation document issued by MCHCP to potential Bidders for the purchase of services as described in this document. The RFP includes the RFP signature page, these Terms and Conditions, and all Pricing Pages, Exhibits, Attachments, and Amendments.
- C1.12 **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Missouri Legislature. Chapter 103 of the Revised Statutes of Missouri is the primary chapter governing the operations of MCHCP.
- C1.13 **Shall** has the same meaning as the word "must."
- C1.14 **Should** means that a certain feature, component and/or action is desirable but not mandatory.

C2. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- C2.1 It shall be the Bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MCHCP if any language, specifications or requirements of the RFP appear to be ambiguous, contradictory and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from Bidders

regarding specifications, requirements, competitive procurement process, etc., must be directed by email to printing@mchcp.org.

It is the responsibility of the Bidder to identify and explain in a cover letter accompanying the response to this RFP any part of their response that does not conform to the requested services described in this document. Without documentation provided by the Bidder, it is assumed by MCHCP that the Bidder can provide all services as described in this document.

Every attempt shall be made to ensure that the Bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all Bidders will be advised, via the issuance of an amendment or other official notification to the RFP, of any relevant or pertinent information related to the procurement.

- C2.2 MCHCP monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among Bidders, price-fixing by Bidders, or any other anti-competitive conduct by Bidders which appears to violate state and federal antitrust laws. Any suspected violation may be referred to the Missouri Attorney General's Office for appropriate action.
- C2.3 Notice of the release of the RFP, subsequent amendments and clarifications is made to potential Bidders at the current email address maintained by MCHCP. If the email address is incorrect, the Bidder must notify MCHCP at printing@mchcp.org upon receipt of the document. Any subsequent amendment to an RFP shall be emailed to the same address as the original RFP unless otherwise notified.

C3. PREPARATION OF PROPOSALS

- C3.1 Bidders must examine the entire RFP carefully and respond to **all** questions. Failure to do so shall be at the Bidder's risk.
- C3.2 Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- C3.3 Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, and/or information listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. In addition, the Bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals that do not comply with the requirements and specifications are subject to rejection without clarification.

C4. SUBMISSION OF PROPOSALS

- C4.1 A proposal submitted by a Bidder must (1) be signed by a duly authorized representative of the Bidder's organization, (2) contain all information required by the RFP, (3) be priced as required, (4) be sealed in an envelope or container, and (5) be mailed or hand-delivered (not faxed) to the office of MCHCP and officially clocked in no later than the exact filing time and date specified in the RFP.
- C4.2 The sealed envelope or container containing a proposal should be clearly marked "**Animated Videos RFP.**" Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- C4.3 A proposal may only be modified or withdrawn by signed, written notice which has been received by MCHCP prior to the official filing date and time specified. A proposal may also be withdrawn or modified in person by the Bidder or its authorized representative, provided proper identification is presented before the official filing date and time.

- C4.4 Bidders must sign and return the RFP signature page or, if applicable, the signature page of the last amendment thereto in order to constitute acceptance by the Bidder of all RFP terms and conditions. Failure to do so shall result in rejection of the proposal unless the Bidder's full compliance with those documents is indicated elsewhere within the Bidder's response.
- C4.5 All responses to this RFP and amendments to this RFP, including "no bid" responses and requests to modify a proposal, must be delivered to the office of MCHCP in a sealed envelope or container. Submission by unsealed facsimile, email or telephone is not acceptable. However, sealed proposals containing faxed pages are acceptable. In addition, requests to withdraw proposals may be submitted by facsimile but must be received by MCHCP prior to the official filing date and time specified.

C5. EVALUATION AND AWARD

- C5.1 Any clerical error, apparent on its face, may be corrected by the Bidder before contract award. Upon discovering an apparent clerical error, MCHCP may contact the Bidder and request written clarification of the intended proposal. The correction shall be made in the notice of the award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- C5.2 Any pricing information submitted by a Bidder must be disclosed on the pricing pages as designated in this RFP. Any pricing information which appears elsewhere in the Bidder's proposal shall not be considered by MCHCP.
- C5.3 Awards shall only be made to the Bidder whose proposal complies with all mandatory specifications and requirements of the RFP. MCHCP reserves the right to evaluate all offers and based upon that evaluation to award one contract or to reject all offers.
- C5.4 In the event all Bidders fail to meet the same mandatory requirement in an RFP, MCHCP reserves the right, at its sole discretion, to waive that requirement for all Bidders and to proceed with the evaluation. In addition, MCHCP reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- C5.5 Any award of a bid shall be made by written notification from MCHCP to the successful Bidder. MCHCP reserves the right to reject any or all offers.
- C5.6 Pursuant to Section 610.021, RSMo, proposals and related documents shall not be available for public review until after the RFP is awarded to one or more bidders or all bids are rejected.
- C5.7 MCHCP posts all proposal results on its website (www.mchcp.org) for a reasonable period after proposal award and maintains copies of all bid material for review.
- C5.8 MCHCP reserves the right to request written clarification of any portion of the Bidder's response in order to verify the intent of the Bidder. The Bidder is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.

C6. INVOICING AND PAYMENT

- C6.1 MCHCP does not pay state or federal taxes unless otherwise required under law or regulation.
- C6.2 **MCHCP assumes no obligation for equipment, supplies and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to MCHCP's rejection and shall be returned at the Contractor's expense.**
- C6.3 Payment will be made to the name and address identified in the Contract as the "Contractor" unless (a) the Contractor has authorized a different name and mailing address in writing or (b) unless a court of law specifies otherwise.

- C6.4 The Contractor agrees that the fee due for all services performed by the Contractor shall be billed by the end of the month following delivery. The Contractor understands that payment will be remitted to the Contractor by the tenth of the month following the month services are billed.
- C6.5 Payment will be remitted to Contractor by the tenth of the month following the month in which MCHCP receives a bill from Contractor for the services provided. Contractor shall bill for services only after delivery is made.

C7. TITLES

- C7.1 Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

C8. MODIFICATIONS TO OR TRANSFERS OF INTEREST IN THE CONTRACT

- C8.1 Any change in the Contract including the Scope of Work described herein, whether by modification and/or supplementation, must be accompanied by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Contractor and MCHCP. Any such amendment shall specify an effective date, any increases or decreases in the amount of the Contractor's compensation, if applicable, entitled as an "Amendment," and signed by the parties identified in the preceding sentence. The Contractor 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.
- C8.2 The Contractor shall not transfer any interest in the Contract, whether by assignment or otherwise, without the prior written consent of MCHCP.

C9. APPLICABLE LAWS AND REGULATIONS

- C9.1 The Contract shall be construed according to the laws of the state of Missouri. The Contractor 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.
- C9.2 To the extent that a provision of the Contract is contrary to the Constitution or laws of the state of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the Contract shall remain in force between the parties unless terminated by consent of both the Contractor and MCHCP.
- C9.3 The Contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- C9.4 The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting Contract shall be in the Circuit Court of Cole County, Missouri.
- C9.5 The Contractor represents himself or herself to be an independent Contractor offering such services to the general public and shall not represent himself or herself or his or her employees to be an employee of MCHCP. Therefore, the Contractor 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 MCHCP, 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.

C10. COMMUNICATIONS AND NOTICES

C10.1 Any written notice to the Contractor shall be deemed sufficient when deposited in the United States mail with postage prepaid, transmitted by facsimile or email, or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed in the Contract.

C11. INVENTIONS, PATENTS AND COPYRIGHTS

C11.1 The Contractor shall defend, protect, and hold harmless MCHCP, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the Contract.

C11.2 All material developed or acquired by the Contractor as a result of work under the Contract shall become the property of MCHCP. No material prepared by the Contractor shall be released to the public without the prior written consent of MCHCP.

C12. NONDISCRIMINATION AND AFFIRMATIVE ACTION

C12.1 In connection with the furnishing of services under the Contract, the Contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, ancestry, age, sexual orientation, disability, or veteran status. If the Contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

C12.1.1 A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

C12.1.2 The identification of a person designated to handle affirmative action;

C12.1.3 The establishment of nondiscriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion and discipline.

C12.1.4 The exclusion of discrimination from all collective bargaining agreements; and

C12.1.5 Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

C13. AMERICANS WITH DISABILITIES ACT

C13.1 In connection with the furnishing of equipment, supplies, and/or services under the Contract, the Contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

C14. TERMINATION AND BREACHES

C14.1 No provision in the Contract shall be construed, expressly or implied, as a waiver by MCHCP of any existing or future right and/or remedy available by law in the event of any claim by MCHCP of the Contractor's default or breach of Contract. It is expressly agreed that MCHCP may obtain an injunction for breach or anticipated breach of Contract.

- C14.2 Contractor acknowledges that delay of delivery of final product as agreed to in the delivery schedule will cause economic damages to MCHCP in amounts that are impossible or very difficult to ascertain with certainty and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. In the event that Contractor fails to deliver final product as agreed to in the delivery schedule, Contractor agrees to pay liquidated damages of \$200.00 per each complete working day that elapses following scheduled date of delivery that the final product has not been delivered, up to a maximum of \$3,000.00, provided that MCHCP has fulfilled its obligations. Contractor acknowledges that the liquidated damages contemplated in this paragraph are only for damages caused by delay in delivery of the final product and in no way limit MCHCP's other remedies in the event of a material breach of Contract.
- C14.3 In the event of material breach of the contractual obligations by the Contractor, MCHCP may cancel the Contract. At its sole discretion, MCHCP may give the or an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than five (5) working days from notification.
- C14.4 If the Contractor fails to cure the breach or if circumstances demand immediate action, MCHCP may issue a notice of cancellation terminating the Contract immediately.
- C14.5 If MCHCP cancels the Contract for material breach, MCHCP reserves the right to obtain the services to be provided pursuant to the Contract from other sources and upon such terms and in such manner as MCHCP deems appropriate and charge the Contractor for any additional costs incurred thereby.
- C14.6 The Contractor shall hold MCHCP harmless and indemnify MCHCP for any damages or expenses paid or incurred by MCHCP as a result of the Contractor's performance, or failure to perform, any of the terms and conditions of the Contract. This obligation includes any negligent acts or omissions of Contractor.
- C14.7 The Contractor understands and agrees that MCHCP will not save, hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract. Therefore, the Contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect MCHCP, its agencies, its employees, its clients and the general public against any such loss, damage and/or expense related to its performance under the cContract.
- C14.8 The Contractbetween MCHCP and the Contractor shall consist of (1) this RFP and any amendments thereto, and (2) the proposal submitted by the Contractor in response to this RFP. In the event of any inconsistency between the RFP and the Contractor's responsive proposal, the language of the RFP will govern. However, MCHCP reserves the right to clarify by written amendment any aspect of the contractual relationship with the concurrence of the Contractor, and such clarification shall govern in the event of any conflict with applicable provisions in the RFP or the Contractor's responsive proposal. The Contractor understands and agrees that the Contractor's responsive proposal may be accepted by MCHCP without further clarification and that the Contractor may be held to any terms or commitments made therein.

C15. CONFIDENTIALITY

- C15.1 Any materials given by MCHCP to the Contractor shall be confidential and not disclosed to any outside party without the written consent of MCHCP.

**SECTION D
EVALUATION OF PROPOSALS**

D1. EVALUATION PROCESS

D1.1 After determining that a proposal satisfies the mandatory requirements stated in the RFP, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made. The award of a Contract resulting from this RFP shall be based on the lowest-cost and best proposal received in accordance with the evaluation criteria stated below:

Evaluation Criteria:

D1.1.1	Price	40%
D1.1.2	Experience, Expertise and Reliability	30%
D1.1.3	Proposed Method of Performance	20%
D1.1.4	Amount of Work Subcontracted	10%

D1.2 Each proposal will be evaluated as a whole and each video will also be evaluated individually. MCHCP reserves the right to award the entire project to one vendor or to award individual video projects to different vendors.

D1.3 MCHCP reserves the right to consider historic information and fact, whether gained from the Bidder's proposal, prior experience with the Contractor, question-and-answer conferences, references, or any other source, in the evaluation process.

D1.4 The Bidder is cautioned that it is the Bidder's sole responsibility to submit information related to the evaluation categories and that MCHCP is under no obligation to solicit such information if it is not included with the Bidder's proposal. Failure of the Bidder to submit such information may cause an adverse impact on the evaluation of the Bidder's proposal.

SECTION E QUESTIONNAIRE

E1. VENDOR INFORMATION

- E1.1 Name, address of your company and key contacts.

- E1.2 How long has your company been in business?

- E1.3 How many people does your company employ?

- E1.4 List the number of person hours planned for included services.

E2. SUBCONTRACTORS

Bidders must submit a detailed proposal regarding the services to be performed, including which, if any, of the services will be outsourced. The proposal should include the number of person hours planned for the included services.

- E2.1 What percentage of the services performed under this Contract will be completed in-house?

- E2.2 If the answer to E2.1 is less than 100 percent, please explain why outsourcing is necessary.

- E2.3 List the subcontractor(s) and where they are located.

E3. VENDOR PROFILE

- E3.1 Does your company have appropriate licensure by the state of Missouri? If so, provide proof of licensure with this questionnaire. If not, please explain.

- E3.2 Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.

- E3.3 Provide a description of the economic impact returned to the state of Missouri through tax revenue obligations or otherwise.

- E3.4 Provide a description of the company's economic presence within the state of Missouri (e.g. type of facilities: sales offices, sales outlets, divisions, manufacturing, warehouse, other), including Missouri employee statistics.

**EXHIBIT A
PRICING PAGE**

The all-inclusive pricing for the **Preventive Care** video is:

\$ _____

The all-inclusive pricing for the **Insurance Concepts** video is:

\$ _____

The all-inclusive pricing for the **Life of a Claim** video is:

\$ _____

The all-inclusive pricing for the **Strive for Wellness Introduction** video is:

\$ _____

The all-inclusive pricing for the combined **Know Your Numbers** video is:

\$ _____

The all-inclusive pricing for each shorter **Know Your Numbers** video is:

\$ _____

The all-inclusive pricing for all animated videos is:

\$ _____

Suggested modifications to reduce cost, and pricing with any modifications to bid specifications:

Company: _____

Signature: _____

Date: _____

**EXHIBIT B
CONTRACTOR CERTIFICATION
OF COMPLIANCE WITH FEDERAL EMPLOYMENT LAWS**

_____ (hereafter referred to as "Contractor") hereby certifies that all of Contractor's employees and its subcontractors' employees assigned to perform services for the Missouri Consolidated Health Care Plan ("MCHCP") and/or its members are eligible to work in the United States in accordance with federal law.

Contractor acknowledges that MCHCP is entitled to receive all requested information, records, books, forms and any other documentation ("requested data") in order to determine whether Contractor is in compliance with federal law concerning eligibility to work in the United States and to verify the accuracy of such requested data. Contractor further agrees to fully cooperate with MCHCP in its audit of such subject matter.

Contractor also hereby acknowledges that MCHCP may declare Contractor has breached its Contract if MCHCP has reasonable cause to believe that Contractor or its subcontractors knowingly employed individuals not eligible to work in the United States. MCHCP may then lawfully and immediately terminate its Contract with Contractor without any penalty to MCHCP and may suspend or debar Contractor from doing any further business with MCHCP.

THE UNDERSIGNED PERSON REPRESENTS AND WARRANTS THAT HE/SHE IS DULY AUTHORIZED TO SIGN THIS DOCUMENT AND BIND THE CONTRACTOR TO SUCH CERTIFICATION.

Contractor

By: _____

Title: _____

Date: _____