



**MISSOURI CONSOLIDATED  
HEALTH CARE PLAN**

***REQUEST FOR PROPOSAL***

*For*

*Procurement and Vendor Management Solution*

*Due Date: Wednesday, September 25, 2013*

*1:00 p.m. Central Time*

**PROPOSAL SIGNATURE PAGE**

**PROPOSAL MUST BE RECEIVED NO LATER THAN EXACTLY**

TIME: 1:00 P.M. Central Time

DATE: September 25, 2013

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

For information, please email: [rfp@mchcp.org](mailto:rfp@mchcp.org)  
or visit our RFP website at <http://www.mchcp.org/aboutUs/biddingOpportunities.asp>

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 mailed to Attn: Judith Muck, Missouri Consolidated Health Care Plan, 832 Weathered Rock Court, P.O. Box 104355, Jefferson City, Missouri 65110, (UPS, Federal Express, etc. use zip code 65101). Proposals must be clearly marked "Procurement Solution RFP – FILING DATE September 25, 2013.

CONTRACT PERIOD: The initial period of this agreement shall be for a minimum of one year (CY2014) with MCHCP’s sole right to renew for four (4) additional one-year periods. A fixed pricing arrangement for 2014 is required. The bidder shall agree that annual pricing arrangements will be negotiated, but any increase in cost to MCHCP for Years 2-5 (CY2015-CY2018) will not exceed the pricing arrangement provided by the contractor as submitted on Exhibit A. Prices will be subject to best and final offer, which may result from subsequent negotiation.

The bidder hereby agrees to provide the services and/or items at the prices quoted, pursuant to the requirements of this document. The bidder must provide an original and three (3) copies of their proposal. The original Request for Proposal and all amendments are required to be signed and returned with the bidder's proposal and the bidder must also provide two (2) originals of all signature pages and Exhibits A and B. Additionally, provide an electronic copy of the proposal on CD or other electronic media. A secured .pdf is not acceptable

Note that return of the signed form from the last amendment, if any, of the subject RFP shall constitute acceptance by the bidder of all terms and conditions of the original RFP plus all RFP amendments. The bidder is advised to review all proposal submission requirements stated in the original RFP and in any amendments, thereto.

Bidder's Signature: \_\_\_\_\_

Bidder's Printed Name: \_\_\_\_\_  
Title

Bidder's E-mail Address: \_\_\_\_\_

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_  
City State Zip Code

Telephone: (\_\_\_\_) \_\_\_\_\_ Social Security or Federal Tax No: \_\_\_\_\_

SECTION A  
GENERAL INTRODUCTION

A1. GENERAL INFORMATION

A1.1 Please review the Request for Proposal (RFP) carefully. Submit questions regarding any information presented in this RFP by email to [RFP@mchcp.org](mailto:RFP@mchcp.org). Questions are due by September 10, 2103, and MCHCP will post written responses on its website by September 13, 2013. Due to time constraints, there is no guarantee that questions received after September 10, 2013 will be answered. For clarity, cite the section and page number to which the questions pertain. Copies of this RFP can be obtained from MCHCP's website, <http://www.mchcp.org/aboutUs/biddingOpportunities.asp>.

A1.2 Schedule of Events

- RFP Release Date September 5, 2013
- Questions due from potential bidders September 10, 2013
- MCHCP response to bidder's questions posted on web site September 13, 2013
- Proposals due to MCHCP (1:00 pm CT) September 25, 2013
- Proposal evaluations and Finalist Interviews/Demonstrations September-October, 2013
- Contract award made by MCHCP Board of Trustees October, 2013
- Effective date of contract January 1, 2014

A1.3 This document constitutes a request for sealed proposals from qualified organizations to provide a web-based procurement and vendor management solution to MCHCP. Specific requirements are included in Section B of the RFP.

A1.4 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 - Proposal Submission Information
- Section E - Questionnaire
- Section F - Exhibits and Attachments

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 (two originals) with the bidder's proposal. Other proposal submission requirements are stated throughout this document. There will be no public openings of submitted RFPs and proposals will remain confidential until such time as designated by the MCHCP Board of Trustees or its designee.

A1.6 All questions regarding technical specifications, bid process, etc. must be emailed to [rfp@mchcp.org](mailto:rfp@mchcp.org). Bidders or their representatives may not contact other 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.

## A2. MINIMUM BIDDER REQUIREMENTS

The bidding company must:

- A2.1 Be licensed to do business as appropriate and be in good standing with the Missouri Secretary of State and all federal laws. Finalists may be required to provide proof of good standing.
- A2.2 Maintain sufficient liability insurance, including but not limited to general liability, professional liability, and errors and omissions coverage, to protect MCHCP against any reasonably foreseeable loss, damage or expense under this engagement. Finalists are required to provide evidence of such coverage.
- A2.3 Have at least three (5) years of experience providing the services described in this RFP.
- A2.4 Provide toll-free technical support at no additional cost to MCHCP. The minimum hours of technical support shall be 8:00 CT – 5:00 CT each weekday, excluding federal holidays.
- A2.5 Provide a complete on-line user's manual for all modules used by MCHCP.
- A2.6 Have adequate disaster recovery and back-up systems in place to ensure timely restoration of service.

## A3. BACKGROUND INFORMATION - GENERAL

- A3.1 Chapter 103 of the Revised Statutes of Missouri governs the Missouri Consolidated Health Care Plan, which procures health benefits for most state employees, retirees, and their dependents. By statute, any eligible Missouri public entity may choose to join MCHCP. Rules and regulations governing MCHCP can be found at <http://www.sos.mo.gov/adrules/csr/current/22csr/22csr.asp>.
- A3.2 The MCHCP Board of Trustees has final responsibility for the Plan.
- A3.3 Any contract awarded from this RFP will become effective when signed by an authorized representative of MCHCP with services effective January 1, 2014.
- A3.4 Proposals will be accepted from those qualified entities identified in Section B, Parts 1 and 2.
- A3.5 MCHCP staff conducts most of the activities associated with procurements, including RFP development and evaluation of proposals. MCHCP currently utilizes HighRoads, an on-line procurement system, for most RFPs. Most contracts are for one year with renewal options available.
- A3.6 MCHCP expects to release RFPs for the services listed below at some point throughout the life of this contract. Additional RFPs beyond those listed may also be released.
  - ASO/TPA services
  - Dental plan
  - Disease Management program
  - Employee Assistance Program
  - Pharmacy Benefit Manager
  - Vision plan
  - Wellness program
- A3.7 In general, RFPs are released during the spring of the year, with contracts awarded mid-summer but other timeframes are possible.

SECTION B  
SCOPE OF WORK

B1. GENERAL REQUIREMENTS

- B1.1 The contractor shall provide a web-based Procurement and Vendor Management Solution for Missouri Consolidated Health Care Plan (herein referred to as MCHCP) in accordance with the provisions and requirements of this document. The contractor agrees that any and all subcontracts entered into by the contractor for the purpose of meeting the requirements of this contract are the responsibility of the contractor. MCHCP will hold the contractor responsible for assuring that subcontractors meet all of the requirements of this contract and all amendments thereto.
- B1.2 The contractor will be expected to assist MCHCP staff on a regular basis and in a timely manner to provide expert guidance regarding technical problems or issues that may arise.
- B1.3 All provisions included in this Scope of Work are considered to be minimum requirements, and contractor must meet or exceed these stated specifications and requirements.

B2. PROCUREMENT/REQUEST FOR PROPOSAL SOLUTION

- B2.1 The proposed solution must incorporate an on-line, real-time RFP system that allows MCHCP staff to create, manage, and evaluate responses submitted on-line by bidders.
- B2.2 The system must have a complete audit trail that includes retention of all revisions to RFP content.
- B2.3 The application must allow MCHCP to create a team of MCHCP staff that will be allowed to access particular RFP events. Additionally, the system must allow various permissions to be granted to each team member (i.e. read only, create, delete, etc.).
- B2.4 The proposed solution must allow communication between MCHCP and potential bidders through an on-line messaging system. The messaging system must be included within the product itself, and messages must be maintained in the specific RFP event. The messaging system must allow for one-on-one communication with a particular bidder, or communication with all bidders.
- B2.5 The proposed solution must allow weighting of individual questions within the questionnaire.
- B2.6 The proposed solution must allow for character limits on questionnaire responses.
- B2.7 The proposed solution must allow bidders to upload supporting response documents of various file types (e.g. .pdf, .xls, .doc, etc).
- B2.8 The application must be able to grant bidder access to certain documents at varying intervals. As an example, access to certain files would not be granted until a required document had been submitted.
- B2.9 The system must automatically “lock down” at the proposal submission deadline without manual intervention by MCHCP. Once the proposal deadline has passed, bidders would not be able to make any modifications to their proposal submission unless it is “unlocked” by MCHCP staff.
- B2.10 The application must allow for proposal evaluation through side-by-side proposal comparison reports, whereby each bidder’s response can be compared on a question level. Additionally,

standard pricing comparison reports must also be available. These reports must be standard within the system, require limited set-up by MCHCP staff, and must be exportable to Microsoft Excel.

- B2.11 The proposed solution must allow MCHCP to establish scoring rules for certain questions and allow automated scoring of questionnaire responses. The solution must also allow staff to override automatic scoring and accept subsequent scoring edits as necessary.
- B2.12 Access to the system for submitting proposals must be at no cost to potential bidders.
- B2.13 The contractor shall provide sufficient training and support opportunities to potential bidders at no cost.
- B2.14 The contractor must provide a “readiness review” for each RFP that MCHCP develops. This shall consist of the contractor reviewing the content to assure proper set-up by MCHCP staff.
- B2.15 MCHCP procurement rules do not allow MCHCP to view RFP submissions prior to the proposal submission deadline. Therefore, MCHCP staff shall not have the ability to view bidder-specific progress, documents, responses or any other bid-related materials prior to the RFP close date. Consequently, the contractor must provide a “proctor” to monitor each RFP event while it is open. This includes serving as a liaison between potential bidders and MCHCP, monitoring communication submitted by potential bidders, forwarding any questions submitted by bidders to MCHCP for response, and forwarding MCHCP’s response to questions to the appropriate bidder(s).
- B2.16 Once proposals are submitted, the system must allow for negotiations with finalists. This includes allowing the pricing option(s) to be re-opened while still retaining the original pricing submission.

### B3. DOCUMENT MANAGEMENT

- B3.1 The system shall allow assorted documents to be stored on the contractor’s on-line secure server. The application must provide access to stored documents to MCHCP staff, and allow staff to add, view, edit, and create documents to be stored.
- B3.2 The system must be flexible in allowing MCHCP staff to organize stored documents in a manner that is most efficient for MCHCP. This includes documents not created in the contractor’s system such as generic Word and Excel documents.
- B3.3 The system must allow MCHCP to grant various permission levels to staff, such as read-only, create, delete, etc.
- B3.4 The system must allow MCHCP staff to copy, move, and delete files from the document management system.
- B3.5 The system must include a search function that allows the user to search by file name, status, date, document type, etc.
- B3.6 The system must maintain a complete history and audit trail of each document, allowing MCHCP staff to view previous versions of the document.
- B3.7 The contractor must provide access to RFP templates that MCHCP may modify to meet its needs. These templates must include sample pricing models, sample plan designs, and sample questionnaires for a variety of RFPs, including those listed in Section A3.6.

#### B4. VENDOR MANAGEMENT

- B4.1 The proposed solution must include a vendor management module that allows MCHCP to track performance guarantees for each contractor in an on-line environment.
- B4.2 The system must allow MCHCP to set up a tracking form for each contractor's performance guarantees, and allow MCHCP's staff and contractors to submit their performance metrics on-line at various MCHCP-defined intervals (i.e. quarterly and/or annually).
- B4.3 The solution must include an embedded communication system that allows vendors to submit questions and MCHCP to provide responses.
- B4.4 The system must allow MCHCP to establish performance penalties within the system and to calculate those penalties.
- B4.5 The system must automatically "lock down" when the submission deadline has passed, and must be able to be "unlocked" by MCHCP staff if necessary.
- B4.6 The system must include standard reporting that allows MCHCP staff to evaluate vendor performance. These reports must be standard within the system, require limited set-up by MCHCP staff, and must be exportable to Microsoft Excel.

#### B5. IMPLEMENTATION AND TRAINING

- B5.1 The contractor must establish an implementation schedule that is agreeable to MCHCP. MCHCP expects to release the first RFP of 2014 no later than mid-February, 2014. Non-incumbents should provide a proposed implementation plan in response to Question E.2.3.
- B5.2 The contractor must provide training on the system no later than mid-January, 2014. MCHCP prefers to be trained at MCHCP's offices in Jefferson City, Missouri. The cost of this on-site training should be listed separately on Exhibit A of the pricing page.

#### B6. CONTRACT TERMINATION AND TRANSITION

- B6.1 The contractor shall agree that MCHCP owns all MCHCP-specific data housed on the contractor's system.
- B6.2 At contract termination, the contractor shall agree to work with any new contractor to transfer the MCHCP data and information to the new contractor's system, and transition must be completed within 30 days of contract termination. This may include releasing information directly to MCHCP and/or the new contractor should this agreement be terminated.

SECTION C  
GENERAL PROVISIONS

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 **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.
- C1.3 **Bidder** means a person or organization who submitted an offer in response to this RFP.
- C1.4 **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.
- C1.5 **Contractor** means a person or organization who is a successful bidder as a result of an RFP and who enters into a contract or any subcontract of a successful bidder.
- C1.6 **Exhibit** applies to forms which are included with an RFP for the bidder to complete and return with the sealed proposal prior to the specified filing date and time.
- C1.7 **May** means that a certain feature, component, or action is permissible, but not required.
- C1.8 **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.
- C1.9 **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 prior to the specified proposal filing date and time.
- C1.11 **Proposal Filing Date and Time** and similar expressions mean the exact deadline required by the RFP for the physical receipt of sealed proposals by MCHCP in its office.
- C1.12 **Request for Proposal (RFP)** means the solicitation document issued by MCHCP to potential bidders for the purchase of services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- C1.13 **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature, which govern the operations of all agencies of the State of Missouri. Chapter 103 of the statutes is the primary chapter governing the operations of MCHCP.
- C1.14 **Shall** has the same meaning as the word must.
- C1.15 **Should** means that certain feature, component and/or action is desirable but not mandatory.



## C2. GENERAL BIDDING PROVISIONS

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 an 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 emailed to MCHCP as indicated on the first page of the RFP. Such communication should be received no later than the date noted in Section A.

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. Therefore, bidders are advised that unless specified elsewhere in the RFP, any questions received by MCHCP after the date noted in Section A might not be answered.

It is the responsibility of the bidder to identify and explain any part of their response that does not conform to the requested services described in this document. Bidders must use Exhibit E for this purpose. Without documentation provided by the bidder, it is assumed by MCHCP that the bidder can provide all services as described in this document.

- C2.2 Bidders are cautioned that the only official position of MCHCP is that position which is stated in writing and issued by MCHCP in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- C2.3 MCHCP monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders, which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- C2.4 No contract shall be considered to have been entered into by MCHCP until the contract has been awarded by the MCHCP Board of Trustees and all material terms have been finalized. An award will not be made until the contract has been signed by duly authorized representatives of the selected bidder and MCHCP.

## C3. PREPARATION OF PROPOSALS

- C3.1 Bidders must examine the entire RFP carefully. Failure to do so shall be at the bidder's risk.
- C3.2 All specifications and requirements that constitute minimum requirements will be specifically marked as such in the RFP. All proposals must meet or exceed such 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. Proposals that do not comply with the requirements and specifications are subject to rejection without clarification.

#### C4. DISCLOSURE OF MATERIAL EVENTS

C4.1 The bidder agrees that from the date of the bidder's response to this RFP through the date for which a contract is awarded, the bidder shall immediately disclose to MCHCP:

C4.1.1 Any material adverse change to the financial status or condition of the bidder;

C4.1.2 Any merger, sale or other material change of ownership of the bidder;

C4.1.3 Any conflict of interest or potential conflict of interest between the bidder's engagement with MCHCP and the work, services or products that the bidder is providing or proposes to provide to any current or prospective customer; and

C4.1.4 (1) Any material investigation of the bidder by a federal or state agency or self-regulatory organization; (2) Any material complaint against the bidder filed with a federal or state agency or self-regulatory organization; (3) Any material proceeding naming the bidder before any federal or state agency or self-regulatory organization; (4) Any material criminal or civil action in state or federal court naming the bidder as a defendant; (5) Any material fine, penalty, censure or other disciplinary action taken against the bidder by any federal or state agency or self-regulatory organization; (6) Any material judgment or award of damages imposed on or against the bidder as a result of any material criminal or civil action in which the bidder was a party; or (7) Any other matter material to the services rendered by the bidder pursuant to this RFP.

C4.1.4.1 For the purposes of this paragraph, "material" means of a nature, or of sufficient monetary value, or concerning a subject which a reasonable party in the position of and comparable to MCHCP would consider relevant and important in assessing the relationship and services contemplated by this RFP. It is further understood that in fulfilling its ongoing responsibilities under this paragraph, the bidder is obligated to make its best faith efforts to disclose only those relevant matters which come to the attention of or should have been known by the bidder's personnel involved in the engagement covered by this RFP and/or which come to the attention of or should have been known by any individual or office of the bidder designated by the bidder to monitor and report such matters.

C4.2 Upon learning of any such actions, MCHCP reserves the right, at its sole discretion, to either reject the proposal or continue evaluating the proposal.

#### C5. COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

C5.1 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 Health Insurance Portability and Accountability Act (HIPAA) and The Patient Protection and Affordable Care Act (PPACA), as amended.

C5.2 Any bidder offering to provide services must sign a Business Associate Agreement (BAA) due to the provisions of HIPAA. A BAA will be presented to each bidder selected as a finalist, who will be given the opportunity to negotiate the BAA at that time. A signed BAA must be returned with finalist's best and final offer. Failure to return a signed BAA may result in the bidder's proposal being considered nonresponsive.

C5.3 If MCHCP awards bidder a contract, then MCHCP will sign the BAA, making such agreement effective.

C5.4 Any bidder offering to provide services must sign a Contractor Certification (Certification) in accordance with § 285.530, RSMo. The Certification will be presented to each bidder selected as a finalist. A signed Certification must be returned with the finalist's best and final offer. Failure to return a signed Certification may result in the bidder's proposal being considered nonresponsive.

## MANDATORY CONTRACT PROVISIONS

Bidders are expected to closely read the Mandatory Contract Provisions and provide a binding signature of intent to comply with such terms and conditions. **Rejection of these provisions may be cause for rejection of a bidder's proposal.**

A draft contract will be presented to the bidder selected by the MCHCP Board of Trustees for negotiation, minor modifications, if appropriate, and execution by both parties before the award is final and announced. The contract will include, among other things, the following Mandatory Contract Provisions.

Additionally, bidders must utilize Exhibit E to clearly identify by subsection number, any exceptions to the RFP provisions, and include an explanation as to why the bidder cannot comply with the specific provision, and a statement recommending terms and conditions the bidder would find acceptable.

MANDATORY CONTRACT PROVISIONS	Accept and Initial
<p><b>C1. Term of Contract:</b> The term of this contract is for a period of one (1) year from January 1, 2014 through December 31, 2014. This contract may be renewed for four (4) additional one-year periods at the sole option of the MCHCP Board of Trustees. The submitted price for the first calendar year period (January 1, 2014 through December 31, 2014) is a firm, fixed price. The submitted prices for the four (4) one-year renewal periods (January 1, 2015 through December 31, 2015, January 1, 2016 through December 31, 2016, January 1, 2017 through December 31, 2017, and January 1, 2018 through December 31, 2018) are not-to-exceed prices and are subject to negotiation. Pricing for the one-year renewal periods are due to MCHCP by June 1 for the following year's renewal. All prices are subject to best and final offer which may result from subsequent negotiation.</p>	
<p><b>C2. Contract Documents:</b> The following documents shall be hereby incorporated by reference as if fully set forth within the contract entered into by MCHCP and the contractor:</p> <ol style="list-style-type: none"> <li>2. Written and duly executed contract (which will be provided to bidder selected by the Board of Trustees for minor negotiations if necessary prior to award)</li> <li>3. Amendments to the executed contract;</li> <li>4. The Exhibits set forth in this RFP after being duly executed by both parties; and</li> <li>5. This Request for Proposal.</li> </ol> <p>An award shall not be made until the contract has been signed by duly appointed representative(s) of the selected bidder and MCHCP.</p>	
<p><b>C3. Breach and Waiver:</b> Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto. If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, condition or application. To this end, the contract terms and conditions are severable.</p>	
<p><b>C4. Confidentiality:</b> Contractor will have access to private and/or confidential data maintained by MCHCP to the extent necessary to carry out its responsibilities under this contract. No private or confidential data received, collected, maintained, transmitted, or used in the course of performance of this Contract shall be disseminated by Contractor except as authorized by MCHCP, either during the period of this Contract or thereafter. Contractor must agree, and be</p>	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
<p>able, to return any or all data furnished by MCHCP promptly at the request of MCHCP in whatever form it is maintained by Contractor. On the termination of expiration of this Contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by MCHCP, will destroy or render it unreadable.</p>	
<p><b>C5. Electronic Transmission Protocols:</b> Contractor and all subcontractors shall maintain encryption standards of 2048-bit encryption for the encryption of confidential information for transmission via non secure methods including File Transfer Protocol or other use of the Internet.</p>	
<p><b>C6. Force Majeure:</b> Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, and strikes other than by Contractor's or its subcontractor's employees.</p>	
<p><b>C7. Governing Law:</b> This Contract shall be governed by the laws of the State of Missouri and shall be deemed executed at Jefferson City, Cole County, Missouri. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.</p>	
<p><b>C8. Independent Contractor:</b> Contractor represents itself 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 MCHCP. Therefore, Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's 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. Contractor assumes sole and full responsibility for its acts and the acts of its personnel.</p>	
<p><b>C9. Reviews and Hearings:</b> Contractor agrees to refer all matters of potential litigation related to services under this contract to MCHCP. Contractor agrees to participate in any litigation involving issues related to services provided under this Contract if, and to the extent, MCHCP deems necessary.</p>	
<p><b>C10. Injunctions:</b> Should MCHCP be prevented or enjoined from proceeding with this Contract before or after contract execution by reason of any litigation or other reason beyond the control of MCHCP, Contractor shall not be entitled to make or assess claim for damage by reason of said delay.</p>	
<p><b>C11. Integration:</b> This Contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Contract between the parties shall be independent of and have no effect on any other contracts of either party.</p>	
<p><b>C12. Jurisdiction:</b> All legal proceedings arising hereunder shall be brought in the Circuit Court of Cole County in the State of Missouri.</p>	
<p><b>C13. Modification of the Contract:</b> This Contract shall be modified only by the written agreement of the parties. No alteration or variation in terms and conditions of the Contract shall be valid unless made in writing and signed by the parties.</p>	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
Every amendment shall specify the date on which its provisions shall be effective.	
<b>C14. Notices:</b> All notices, demands, requests, approvals, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other during the course of this contract shall be in writing and shall be made by personal delivery, by United States mail postage prepaid, or transmitted by email to an authorized employee of the other party or to any other persons as may be designated by written notice from one party to the other.	
<b>C15. Ownership:</b> All data developed or accumulated by Contractor under this Contract shall be owned by MCHCP. Contractor may not release any data without the written approval of MCHCP. MCHCP shall be entitled at no cost and in a timely manner to all data and written or recorded material pertaining to this Contract in a format acceptable to MCHCP. MCHCP shall have unrestricted authority to reproduce, distribute, and use any submitted report or data and any associated documentation that is designed or developed and delivered to MCHCP as part of the performance of this Contract.	
<b>C16. Payment:</b> Upon implementation of the undertaking of this contract and acceptance by MCHCP, the contractor shall be paid as stated in this contract.	
<b>C17. Rights and Remedies:</b> If this Contract is terminated, MCHCP, in addition to any other rights provided for in this Contract, may require Contractor to deliver to MCHCP in the manner and to the extent directed, any completed materials. In the event of termination, Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by MCHCP subject to any offset by MCHCP for actual damages. The rights and remedies of MCHCP provided for in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.	
<b>C18. Solicitation of Members:</b> Contractor shall not use the names, home addresses or any other information contained about members of MCHCP for any purpose which is not directly related to services negotiated in this RFP without the express written consent of MCHCP's Executive Director.	
<b>C19. Statutes:</b> Each and every provision of law and clause required by law to be inserted or applicable to the services provided in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the Contract shall be amended to make such insertion or correction.	
<b>C20. Termination Right:</b> Notwithstanding any other provision, MCHCP reserves the right to terminate this Contract at the end of any month by giving thirty (30) days notice.	
<b>C21. Off-shore Services:</b> All services under this Contract shall be performed within the United States. Contractor shall not perform, or permit subcontracting of services under this Contract, to any off-shore companies or locations outside of the United States. Any such actions shall result in the Contractor being in breach of this Contract.	
<b>C22. Compliance with Laws:</b> Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of this Contract, including but not limited to the provisions specified in the Mandatory Contract Provisions.	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
<p><b>C23. Non-discrimination, Sexual Harassment and Workplace Safety:</b> Contractor agrees to abide by all applicable federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Contractor shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor. Any violations of applicable laws, rules and regulations may result in termination of the Contract.</p>	
<p><b>C24. Americans with Disabilities Act (ADA):</b> Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act (ADA), Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of such disability. As a condition of accepting this Contract, Contractor agrees to comply with all regulations promulgated under ADA which are applicable to all benefits, services, programs, and activities provided by MCHCP through contracts with outside contractors.</p>	
<p><b>C25. Health Insurance Portability and Accountability Act of 1996 (HIPAA):</b> Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations, as amended, including compliance with the Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules, which became effective March 26, 2013.</p>	
<p><b>C26.</b> Contractor shall be responsible for and agrees to indemnify and hold harmless MCHCP from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against MCHCP as a result of Contractor's, or any associate's or subcontractor's of Contractor, failure to comply with paragraphs C.23, C.24, and C.25 above.</p>	
<p><b>C27. Prohibition of Gratuities:</b> Neither Contractor nor any person, firm or corporation employed by Contractor in the performance of this Contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any employee of MCHCP at any time.</p>	
<p><b>C28. Subcontracting:</b> Subject to the terms and conditions of this section, this Contract shall be binding upon the parties and their respective successors and assigns. Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of MCHCP. Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of MCHCP. Contractor agrees that any and all subcontracts entered into by Contractor for the purpose of meeting the requirements of this Contract are the responsibility of Contractor. MCHCP will hold Contractor responsible for assuring that subcontractors meet all the requirements of this Contract and all amendments thereto. Contractor must provide complete information regarding each subcontractor used by Contractor to meet the requirements of this Contract.</p>	
<p><b>C29. Industry Standards:</b> If not otherwise provided, materials or work called for in this Contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all</p>	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
codes and regulations which shall apply.	
<p><b>C30. Hold Harmless:</b> Contractor shall hold MCHCP harmless from and indemnify against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent to the extent caused by Contractor or Contractor's employee or its subcontractor. MCHCP shall not be precluded from receiving the benefits of any insurance Contractor may carry which provides for indemnification for any loss or damage to property in Contractor's custody and control, where such loss or destruction is to MCHCP's property. Contractor shall do nothing to prejudice MCHCP's right to recover against third parties for any loss, destruction or damage to MCHCP's property.</p>	
<p><b>C31. Insurance and Liability:</b> Contractor must maintain sufficient liability insurance, including but not limited to general liability, professional liability, and errors and omissions coverage, to protect MCHCP against any reasonably foreseeable recoverable loss, damage or expense under this engagement. Contractor shall provide proof of such insurance coverage upon request from MCHCP. MCHCP shall not be required to purchase, any insurance against loss or damage to any personal property to which this Contract relates. Contractor shall bear the risk of any loss or damage to any personal property in which Contractor holds title.</p>	
<p><b>C32. Acceptance:</b> No contract provision or use of items by MCHCP shall constitute acceptance or relieve Contractor of liability in respect to any expressed or implied warranties.</p>	
<p><b>C33. Termination for Cause:</b> MCHCP may terminate this contract, or any part of this contract, for cause under any one of the following circumstances: 1) Contractor fails to make delivery of goods or services as specified in this Contract; 2) Contractor fails to satisfactorily perform the work specified in this Contract; 3) Contractor fails to make progress so as to endanger performance of this Contract in accordance with its terms; 4) Contractor breaches any provision of this Contract; 5) Contractor assigns this Contract without MCHCP's approval; or 6) Insolvency or bankruptcy of the Contractor. MCHCP shall have the right to terminate this Contract in whole or in part if MCHCP determines, at its sole discretion, that one of the above listed circumstances exists. In the event of termination, Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by MCHCP, subject to any offset by MCHCP for actual damages including loss of any federal matching funds. Contractor shall be liable to MCHCP for any reasonable excess costs for such similar or identical services included within the terminated part of this Contract.</p>	
<p><b>C34. Arbitration, Damages, Warranties:</b> Notwithstanding any language to the contrary, no interpretation shall be allowed to find MCHCP has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, MCHCP shall not agree to pay attorney fees and late payment charges beyond those available under this Contract, and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.</p>	
<p><b>C35. Assignment:</b> Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this Contract without prior written consent of MCHCP. This Contract may terminate in the event of any assignment, conveyance, encumbrance or other transfer by Contractor made without prior written consent of MCHCP. Notwithstanding the foregoing, Contractor may, without the consent</p>	



MANDATORY CONTRACT PROVISIONS	Accept and Initial
<p>of MCHCP, assign its rights to payment to be received under this Contract, provided that Contractor provides written notice of such assignment to MCHCP together with a written acknowledgment from the assignee that any such payments are subject to all of the terms and conditions of this Contract. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company. Any assignment consented to by MCHCP shall be evidenced by a written assignment agreement executed by Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of this Contract and to assume the duties, obligations, and responsibilities being assigned. A change of name by Contractor, following which Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. Contractor shall give MCHCP written notice of any such change of name.</p>	
<p><b>C36. Compensation/Expenses:</b> Contractor shall be required to perform the specified services at the price(s) quoted in this Contract. All services shall be performed within the time period(s) specified in this Contract. Contractor shall be compensated only for work performed to the satisfaction of MCHCP. Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in this Contract.</p>	
<p><b>C37. Contractor Expenses:</b> MCHCP will not reimburse for travel expenses associated with this contract.</p>	
<p><b>C38. Conflicts of Interest:</b> Contractor shall not knowingly employ, during the period of this Contract or any extensions to it, any professional personnel who are also in the employ of the State of Missouri or MCHCP and who are providing services involving this Contract or services similar in nature to the scope of this Contract to the State of Missouri. Furthermore, Contractor shall not knowingly employ, during the period of this Contract or any extensions to it, any employee of MCHCP who has participated in the making of this Contract until at least two years after his/her termination of employment with MCHCP.</p>	
<p><b>C39. Patent, Copyright, and Trademark Indemnity:</b> Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of this Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to MCHCP under this Contract. Contractor shall defend any suit or proceeding brought against MCHCP on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of this Contract. This is upon condition that MCHCP shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, MCHCP may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by MCHCP at the Contractor's written request, it shall be at Contractor's expense, but the responsibility for such expense shall be only that within Contractor's written authorization. Contractor shall indemnify and hold MCHCP harmless from all damages, costs, and expenses, including attorney's fees that the</p>	

MANDATORY CONTRACT PROVISIONS	Accept and Initial
<p>Contractor or MCHCP may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of this Contract. If any of the products provided by Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing. If Contractor is unable to do any of the preceding, Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of MCHCP, only those items of equipment or software which are held to be infringing, and to pay MCHCP: 1) any amounts paid by MCHCP towards the purchase of the product, less straight line depreciation; 2) any license fee paid by MCHCP for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee presenting the time remaining in any period of maintenance paid for. The obligations of Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of Contractor without its written consent.</p>	
<p><b>C40. Tax Payments:</b> Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. MCHCP is exempt from Missouri state sales or use taxes and federal excise taxes for direct purchases. MCHCP makes no representation as to the exemption from liability of any tax imposed by any governmental entity on Contractor.</p>	

**ACKNOWLEDGE AND ACCEPT**

I have reviewed the Request for Proposal (RFP). I hereby acknowledge and accept all of the provisions, requirements, and conditions stated in this section of the RFP, subject to any modifications, conditions and limitations as defined in Exhibit B. I further acknowledge that rejection of the above listed mandatory contract provisions may be cause for rejection of my company's proposal.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

SECTION D  
PROPOSAL SUBMISSION INFORMATION

D1. SUBMISSION OF PROPOSALS

- D1.1 A proposal submitted by an 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.
- D1.1.1 Specifically, any form containing a signature line, including any amendments and all Exhibits must be manually signed and returned (two originals of Exhibits A and B) as part of the proposal.
- D1.1.2 The bidder must provide an original and three (3) copies of their proposal. Responses to the questionnaire should be in a separate section of the proposal and the questions must be answered in the order in which they are presented. The bidder must also provide two originals of all signature pages and Exhibits A and B. Additionally, provide an electronic copy of the proposal on CD or other electronic media. A secured .pdf is not acceptable.
- D1.2 The bidder must respond to this RFP by submitting all data required herein in order for his/her proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration for award.
- D1.3 A signed and submitted proposal assumes that the bidder agrees with all provisions of the RFP unless specifically stated otherwise. Any and all exceptions or proposed deviations by the bidder from the RFP and its requirements must be stated in Exhibit B and submitted with the proposal.
- D1.4 Proposals must be valid until December 31, 2013. If a contract is awarded, CY2014 prices shall remain firm.
- D1.5 The sealed envelope or container containing a proposal should be clearly marked "**Attn: Judith Muck – Procurement Solution RFP – Filing Date September 25, 2013.**"
- D1.6 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.
- D1.7 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.
- D1.8 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, telegram or telephone or email 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.

D2. CLARIFICATION OF REQUIREMENTS

- D2.1 It is assumed that bidders have read the entire RFP prior to the submission of a signed proposal and submission of a signed proposal indicates that the bidder will meet all requirements stated herein.
- D2.2 Unless otherwise noted, any and all questions regarding specifications, requirements, competitive procurement process, etc., must be in writing and directed by email to rfp@mchcp.org no later than the deadline as indicated on the first page of this RFP. There will be no bidder’s conference.
- D2.3 The bidder is advised that the only official position of MCHCP is that position which is stated in writing and issued by MCHCP in the RFP and any amendments or clarifications thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

D3. EVALUATION PROCESS

- D3.1 Any clerical error, apparent on its face, may be corrected by the bidder before contract award. Upon discovering an apparent clerical error, MCHCP shall contact the bidder and request written clarification of the intended proposal. The correction shall be made in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- D3.2 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.
- D3.3 To be eligible to receive an award, the bidder must comply with all mandatory specifications and requirements of the RFP. MCHCP reserves the right to evaluate all offers and, based upon that evaluation, to reject all offers.
- D3.4 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.
- D3.5 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 by MCHCP. The award of a contract resulting from this RFP shall be based on the lowest and best proposal received in accordance with the evaluation criteria stated below:

Evaluation Criteria:

D3.6.1 Pricing .....	40 points
D3.6.2 Systems and Reporting .....	20 points
D3.6.3 Product Demonstration .....	10 points
D3.6.4 Qualifications of the Company .....	10 points
D3.6.5 Implementation and Account Management .....	10 points
D3.6.6 References.....	10 points

- D3.6 MCHCP reserves the right to consider historic information and fact, whether gained from the bidder's proposal, question and answer conference, references, product demonstration, site visit or any other source, in the evaluation process.

- D3.7 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
- D3.8 MCHCP will limit the number of finalists to the greater of two or all bidders receiving 85 percent (51 points) of the possible 60 non-financial points available.
- D3.9 The bidder is advised that under the provisions of this RFP, MCHCP reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
- Negotiations may be conducted in person, in writing, or by telephone.
  - Negotiations will only be conducted with potentially acceptable proposals. MCHCP reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All bidders involved in the negotiation process will be invited to submit a best and final offer.
  - Terms, conditions, prices, methodology, or other features of the bidder's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the bidder 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.
  - The mandatory requirements of the RFP shall not be negotiable and shall remain unchanged unless MCHCP determines that a change in such requirements is in the best interest of MCHCP and its members.
  - Bidder understands that the terms of any negotiation are confidential until an award is made or all proposals are rejected.
- D3.10 After an initial screening process, a technical question and answer conference, interview or product demonstration may be conducted, if deemed necessary by MCHCP, to clarify or verify the bidder's proposal and to develop a comprehensive assessment of the proposal.

#### D4. CONTRACT AWARD

- D4.1 Any award of a contract resulting from this RFP will be made only by written authorization from MCHCP.

#### D5. PRICING

- D5.1 The bidder must utilize Exhibit A to provide a firm, fixed pricing arrangement for CY2014.
- D5.2 Pricing points will be based on the full 2014-2018 pricing submitted on Exhibit A, along with the cost per RFP for "proctoring" RFPs as described in Section B2.15. For the purpose of awarding pricing points, MCHCP will assume three (3) RFPs will be proctored per year.
- D5.3 The bidder shall agree that annual pricing arrangements will be negotiated, but any increase in cost to MCHCP for Years 2-5 (CY2015 through CY2018) will not exceed the pricing arrangements provided by the bidder on Exhibit A. Years 2-5 are renewable at the sole option of MCHCP.
- D5.4 Any cost and/or pricing data submitted or related to the bidder's proposal including any cost and/or pricing data related to contractual extension options, whether required or voluntary, shall be subject to evaluation if deemed by MCHCP to be in the best interests of MCHCP.

D6. CONFIDENTIALITY AND PROPRIETARY MATERIALS

D6.1 Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected. MCHCP will maintain copies of all proposals and related documents for review upon request. Contact Elfin Noce at (573) 526-3144 to request copies.

D6.2 MCHCP is a governmental body under Missouri Sunshine Law (Chapter 610 RSMo). Section 610.011 requires that all provisions be “liberally construed and their exceptions strictly construed to promote” the public policy that records are open unless otherwise provided by law. Regardless of any claim by a bidder as to material being proprietary and not subject to copying or distribution, or how a bidder characterizes any information provided in its proposal, all material submitted by the bidder in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610 of the Missouri Revised Statutes). Only information expressly permitted by the provisions of Missouri’s Sunshine Law to be closed – strictly construed – will be redacted by MCHCP from any public request submitted to MCHCP after an award is made. Bidders should presume information provided to MCHCP in a proposal will be public following the award of the bid and made available upon request in accordance with the provisions of state law.

**SECTION E  
QUESTIONNAIRE**

The bidder must complete the following questionnaire. 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 original Request for Proposal and all amendments are required to be signed and returned with the bidder's proposal and the bidder must also provide two (2) originals of all signature pages and Exhibits A and B. Additionally, provide an electronic copy of the proposal on CD or other electronic media. A secured .pdf is not acceptable

**E1. QUALIFICATIONS AND EXPERIENCE OF THE COMPANY AND PERSONNEL**

E1.1 Provide the following information:

- a. The full legal name of your organization;
- b. The address and telephone number of your corporate office;
- c. The address of the office location that will be providing services to MCHCP; and
- d. The current ownership of the company, along with the name of any individual holding 10% or more of the stock or value of the organization, if applicable.

E1.2 Summarize any mergers or acquisitions of other organizations completed in the past 24 months or in process, and summarize how these actions will:

- a. Directly impact MCHCP; and
- b. Distinguish you and your services from those of your competitors.

E1.3 Provide the following information for all subcontractors that will be used to fulfill the requirements of this contract:

Company Name	Service Provided	Number of years working with your organization

E1.4 Provide the names and number of covered lives of your 5 largest clients for whom you provide similar services to those outlined in this RFP.

E1.5 Complete the following table, indicating the number of RFPs that have been run on your system for each of the last 5 years.

	No. of RFPs Administered
2013 YTD	
2012	
2011	
2010	
2009	

- E1.6 Provide a list of new customers (over 5,000 employees) in the last 12 months for which your organization provides similar services as those outlined in this RFP.
- E1.7 Provide a list of all similar customers (over 5,000 employees) that terminated their services within the last 24 months. Provide your understanding of the reasons for the terminations.
- E1.8 Describe the organization's experience with providing the services outlined in this RFP.
- E1.9 Provide an organizational chart of your company. Highlight the names/positions and office location of all persons who will work on the MCHCP account.
- E1.10 Provide references (company name, contact names, titles, email addresses and phone numbers) for at least three companies who you currently provide the solution proposed for MCHCP. The proposed Account Manager for the MCHCP account must currently have responsibility for at least one of the references. If applicable, also include a reference for a client that you have transitioned from HighRoads.
- E1.11 Describe the economic advantages that will be realized as a result of your organization performing the required services by providing responses to each item below:
  - E1.11.1 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.
  - E1.11.2 Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
  - E1.11.3 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.

## E2. IMPLEMENTATION AND ACCOUNT MANAGEMENT

- E2.1 Provide the name and résumé of the Account Manager who will provide ongoing service to MCHCP. For this individual, provide the following:
  - a. Description of experience.
  - b. Length of employment at firm.
  - c. Description of this individual's specific responsibilities and duties under this contract.
- E2.2 If you expect to utilize other personnel to accomplish the duties specified in this RFP, provide all of the information requested in question E2.1 for each of the personnel.
- E2.3 Non-incumbents only: Provide an implementation plan for establishing a working relationship with MCHCP. Include assurances of the timely continuation of all services and an explanation of any exceptions. Also, include a description of experience in transitioning clients from HighRoads.
- E2.4 Discuss your ability to provide sample questionnaires, pricing models, and plan designs for each of the products listed in Section A3.6.
- E2.5 Describe how transition to a new contractor would be handled should this agreement be terminated.



### E3. SYSTEMS AND REPORTING

- E3.1 Provide copies of standard reporting that is available within the system. Samples should include a questionnaire comparison report, a pricing comparison report, and a vendor management report.
- E3.2 Describe any system requirements that MCHCP would need to meet to be able to utilize your product.
- E3.3 Describe the disaster recovery plans and processes your organization has in place. Include the frequency of back-ups, and when the last test of the disaster recovery protocol was completed.
- E3.4 Describe the process involved with program updates/version releases. Is the process seamless in that it is done “behind the scenes”, or does it require manual user intervention such as downloading and installing updates or running updates from external media?
- E3.5 How often are program updates typically delivered/required? Discuss system downtime related to program updates.
- E3.6 Discuss any planned or unplanned system downtime that MCHCP could experience. Include approximate frequency and duration.
- E3.7 MCHCP typically employs a team to both create and evaluate an RFP. The questionnaire is generally evaluated by team members with each member evaluating certain sections. All sections are evaluated by multiple team members. Question-specific scores are then averaged across evaluators and summed for each bidder. Discuss your system’s features that are designed to automate this “average scoring” methodology. Address the amount of manual intervention necessary as well as any observed/expected differences in reporting capability introduced by MCHCP’s scoring methodology.
- E3.8 Provide a white paper (no more than 5 pages) describing the product you are proposing. Include key features of each module.

### E4. SUBSCRIPTION AGREEMENT

- E4.1 Provide a copy of your standard subscription agreement. Please note that MCHCP reserves the right to negotiate changes to the standard agreement. Please indicate your willingness to modify your standard agreement.

## Exhibit A - Pricing Page

### 1. Pricing

- 1.1 The offeror shall state a pricing arrangement to be provided in accordance with the terms and conditions of the RFP.
- 1.2 The offeror shall agree that annual pricing arrangements will be negotiated, but any increase in cost to MCHCP for Years 2-5 (CY2015 through 2018) will not exceed the pricing arrangements provided by the offeror on this Exhibit A. Years 2-5 are renewable at the sole option of MCHCP.
- 1.3 Offeror must provide a firm fixed price for providing the product and services described in Section B, Scope of Work.
- 1.4 Reasonable costs for travel and incidentals for the purpose of providing on-site training to MCHCP staff shall be billed separately, limited to CONUS rates, and invoices must include all appropriate receipts.

### 2. Core Products and Services

- 2.1 The offeror shall complete the following grid, stating the total subscription price for each year separately.

#### Not to Exceed Price - Core Products and Services

Module	2014	2015	2016	2017	2018
Procurement Management					
Document Management					
Vendor Management					
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

### 3. Procurement Proctor

- 3.1 The following rates "Per RFP Proctored", as described in Section B2.15, shall be paid for each RFP proctored by the contractor. The "Per RFP" rates for 2014 shall be a firm fixed rate with not to exceed rates provided for CY2015 through 2018.

#### Not to Exceed Price - Per RFP Proctored

	2014	2015	2016	2017	2018
Rate per RFP					

### 4. On-Site Training

- 4.1 The following one-time fees will be paid for any in-person training that takes place at MCHCP's offices. MCHCP expects to train 2-3 users.

#### **Not to Exceed Price - Training Session** \_\_\_\_\_

### 5. Transition from Current Procurement System

- 5.1 The incumbent contractor must list any cost that would be incurred by MCHCP for transitioning current files housed on the system to any new contractor. Prospective new contractors must list any cost for transitioning files currently housed on the incumbent's system to the new system.

#### **Not to Exceed Price - Transition** \_\_\_\_\_

### 6. Alternative Pricing Arrangement

- 6.1 Bidders may propose an alternative pricing arrangement to the format provided in Items 1-5 above, such as a per RFP cost. MCHCP has no obligation to accept the alternative pricing arrangement. If proposing an alternative arrangement, please indicate below, and attach a document explaining the arrangement, including the proposed pricing.

\_\_\_\_\_ Alternative pricing attached

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

\_\_\_\_\_  
Title and Company

\_\_\_\_\_  
Date

**EXHIBIT B**  
**BIDDER'S PROPOSED MODIFICATIONS TO THE RFP**  
**2014 PROCUREMENT SOLUTION RFP**

The bidder must utilize this document to clearly identify by subsection number any exceptions to the provisions of the Request for Proposal (RFP) and include an explanation as to why the bidder cannot comply with the specific provision. Any desired modifications should be kept as succinct and brief as possible. **Failure to confirm acceptance of the mandatory contract provisions will result in the bidder being eliminated from further consideration as its proposal will be considered non-compliant.**

**Any modification proposed shall be deemed accepted as a modification of the RFP if and only if this proposed modification exhibit is countersigned by an authorized MCHCP representative on or before the effective date of the contract awarded under this RFP.**

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Name/Title of Individual

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Organization

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Signature

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Date

On behalf of MCHCP, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

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Executive Director  
Missouri Consolidated Health Care Plan

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Date

**Missouri Consolidated Health Care Plan  
Responses to Vendor Questions  
2014 Procurement and Vendor Management Solution RFP  
September 9, 2013**

**These responses are provided by MCHCP to questions received from potential bidders for the 2014 Procurement and Vendor Management Solution RFP.**

**Mandatory Contract Provisions**

1	Are the provisions listed at C1 and also C20 regarding term of contract negotiable? We would prefer a minimum three-year term.	MCHCP will not be modifying the term of the contract.
2	Regarding C16, would MCHCP be open to other payment terms?	As stated in Item 6 on Exhibit A - Pricing Page, "Bidders may propose an alternative pricing arrangement to the format provided in Items 1-5 above, such as a per RFP cost. MCHCP has no obligation to accept the alternative pricing arrangement."

**Missouri Consolidated Health Care Plan  
Responses to Vendor Questions  
2014 Procurement and Vendor Management Solution RFP  
September 11, 2013**

**These responses are provided by MCHCP to questions received from potential bidders for the 2014 Procurement and Vendor Management Solution RFP.**

**General**

1	Can MCHCP provide any estimates as to the number of documents to be stored within the document repository portion of the vendor's system?	MCHCP currently stores documents related to the RFP only. Documents typically include two questionnaires, 5-10 reference documents; 5-10 response documents, plan designs and pricing.
2	Does MCHCP see the number of documents increasing significantly from the number that exist today?	MCHCP does not anticipate a material change in the number of documents stored for each RFP.
3	Can MCHCP provide any estimates as to the number of vendors to be managed through the performance management portion of the vendor's solution?	MCHCP is currently managing 6 vendors in the performance management module.
4	Does MCHCP see the number of vendors monitored increasing significantly from the number that are monitored today?	MCHCP expects to manage 6-10 vendors in 2014.
5	The current contract was awarded in 2009. Can you provide the volume of projects from 2009-2013 by product?	2009: Medical TPA, Wellness 2010: Vision, Dental, Medical, Medicare Advantage 2011: Medicare Advantage, PBM, EAP 2012: Wellness, Medical Claims Audit (2) 2013: Dental, Vision, Employee Health Clinic, Wellness
6	What is the size of an average RFP by number of questions and pages?	Most RFPs have between 40-70 pages, excluding the questionnaires. Our typical RFP-specific questionnaire includes around 140 questions, though some RFPs may have as many as 250 questions. Our typical contract provisions questionnaire includes 40-50 questions.
7	What is the current value of the contract (2013)? What was the 2012 value of the contract?	The current cost for the HighRoads solution is \$60,000 per year, plus \$1,500 for each RFP that is monitored by HighRoads. These prices have been in effect since contract inception.
8	Can MCHCP share report examples so that we can review your desired output?	Reporting used for RFP evaluation includes a comparison of each bidder's response along with a column that includes the score for each question.
9	What is the current relationship with High Roads? Is MCHCP satisfied with High Roads currently?	MCHCP is satisfied with the services provided by HighRoads.
10	Is the reason for the RFP a state, agency or legislative requirement?	The current contract is expiring at the end of the year.
11	The electronic transmission protocol language is very specific. We use better methods for data transfer using different means. Can this language be amended to include options that are just as or more secure?	Bidders should indicate their preferred method of encryption on Exhibit B if a different standard is proposed.
12	Requirement B3.7 implies MCHCP is purchasing RFP content. Is that what is expected? If so, are you looking for consulting services?	MCHCP is not purchasing RFP content from HighRoads. MCHCP expects the contractor to have sample templates available which MCHCP may utilize and modify to meet its needs. MCHCP is not looking for this contractor to provide consulting services beyond technical support.

**Missouri Consolidated Health Care Plan  
Responses to Vendor Questions  
2014 Procurement and Vendor Management Solution RFP  
September 11, 2013**

13	How is MCHCP currently creating their RFP content? Is it supplied by an outside consultant, developed internally, or by the existing procurement provider?	In most cases, MCHCP develops its own RFP content with advice from our contracted actuary/consultant, Towers Watson.
14	Can responses to certain questions in this RFP be treated as confidential? Can answers be redacted from public disclosure?	As detailed in Section D6 of the RFP, MCHCP is a governmental body under Missouri Sunshine Law (Chapter 610 RSMo). Section 610.011 requires that all provisions be “liberally construed and their exceptions strictly construed to promote” the public policy that records are open unless otherwise provided by law. Regardless of any claim by a bidder as to material being proprietary and not subject to copying or distribution, or how a bidder characterizes any information provided in its proposal, all material submitted by the bidder in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law. Only information expressly permitted by the provisions of Missouri’s Sunshine Law to be closed – strictly construed – will be redacted by MCHCP from any public request submitted to MCHCP after an award is made. Bidders should presume information provided to MCHCP in a proposal will be public following the award of the bid and made available upon request in accordance with the provisions of state law. If a Bidder believes a document or answer should be kept confidential, the Bidder should provide a detailed legal rationale as to how the document or answer would qualify as a closed record 610.021, RSMo, as amended, and MCHCP will review the Bidder's request.