

Midwestern Higher Education Compact

Program Administrative Services for
MHECare
A Midwest Student Health Collaborative

REQUEST FOR PROPOSAL

Prepared by the
Midwestern Higher Education Compact
Student Health Benefits Advisory Committee

Announced: March 1, 2010
Submission Deadline: April 16, 2010



The Midwestern Higher Education Compact is a nonprofit regional organization established by compact statute to assist Midwestern states in advancing higher education through interstate cooperation and resource sharing. Member states are: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin.

MHEC seeks to fill its interstate mission through programs which:

- enhance productivity through reductions in administrative costs
- encourage student access, completion and affordability
- facilitate public policy analysis and information exchange
- facilitate regional cooperation
- encourage quality education programs and services in higher education
- encourage innovation in the delivery of educational services

March 2010
Midwestern Higher Education Compact
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Midwestern Higher Education Compact's
Program Administrative Services for MHECare
A Midwest Student Health Collaborative

Introduction

The Midwestern Higher Education Compact (MHEC-*pronounced meck*) is soliciting proposals from insurance brokerage firms for administrative services for its MHECare Initiative. Brokerage firms seeking to be a candidate for program administrator are **NOT** authorized to approach any markets on MHEC's behalf.

MHEC desires to use a program administrator to create and manage the MHECare Initiative in conjunction with programming staff from the MHEC office. MHECare will provide a student health insurance option for Midwest¹ students, generating cost-savings that could only be achieved by working collaboratively. Approximately 1,000 public and private non-profit institutions in the member states with combined enrollments totaling over 4 million students will be eligible to participate in MHECare. The program administrator's functions include placement of insurance coverage, provision of customary services such as assistance in the design of the program, assistance of settlement of claims, organizing meetings, providing consultative services, and promotion of MHECare to member higher education institutions.

A. The Midwestern Higher Education Compact

The Midwestern Higher Education Compact (MHEC) is an instrumentality of twelve Midwestern states (Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin). The Compact was established in 1991 through a common statute enacted into law by each of the member states. The purpose of the Compact is to promote higher education through interstate cooperation and resource sharing.

The Compact is governed by a 60 member Commission composed of five delegates from each state who are appointed by their respective Governors, House Speakers and Senate Presidents. The Commission has been conferred very broad authority to enact solutions and enter into agreements on behalf of its member states. Once a state enacts the necessary legislation to become a member of the Compact, all of the public and private non-profit colleges, universities, community colleges and technical colleges in the state are automatically accorded membership as well, and are eligible to participate in the solutions established by the Compact. The Commission receives its primary

¹ Hereafter the Midwest is defined as the twelve member states of the Midwestern Higher Education Compact (MHEC) – Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin.

financial support from member state appropriations, from foundations having special interests in specific solutions, and from administrative service fees.

The primary constituents served by the Midwestern Higher Education Compact are the approximately 1,000 public and private non-profit institutions in the member states whose combined enrollments total over 4 million students.

One of the Compact's top priorities is to establish public-private relationships to improve services to higher education, and reduce administrative costs for both providers and institutions. Over the past 18 years, the Compact has engaged in several highly successful initiatives in cooperation with leading corporations. These relationships have been quite innovative, and have produced financial benefits for all of the involved parties.

B. The Midwestern Higher Education Compact's Student Health Benefits Advisory Committee

The President of MHEC travels to the 12 member states on an annual basis, meeting with key higher education and legislative leaders. In these visits, the President repeatedly receives requests from the state to look at ways to reduce costs to institutions in the areas of energy and health insurance. As a result of these requests, MHEC put together a grant application to explore these areas. Thanks to the generous support of Lumina Foundation for Education, MHEC has established the Student Health Benefits Advisory Committee. This committee is charged with exploring regional initiatives to improve higher education productivity for colleges and universities that face increasing costs for student health care. The committee consists of a wide cross section of experts in student health benefits from campuses across the MHEC states.

C. Student Health Benefits Program

The Student Health Benefits Advisory Committee (SHBAC) realizes that student health itself is a critical component to student access to higher education. As more and more campuses require students to provide proof of student health insurance coverage, campuses are looking for more effective and affordable ways to offer their student populations access to health care. Student health insurance programs are seen as a means to an end in creating a healthy student population for the region.

By utilizing the unique structure of the Compact, the Student Health Benefits Advisory Committee is looking for the student health care initiative MHECare to provide its Midwestern colleges and universities health insurance for their students with cost-savings that could only be achieved by working collaboratively. Furthermore, because institutions have differing student health insurance needs, MHECare must be designed with enough flexibility to meet those varying needs.

The Commission believes that the services and scalability of the MHECare Initiative envisioned by the Student Health Benefits Advisory Committee will offer unique advantages and benefits to private sector partners and to participating colleges and universities and their students that cannot be readily achieved through individual actions. Mega-group participation will enable significant streamlining of marketing and administration functions; improved service functions; and operational efficiency across a variety of institutions and their individual scenarios. In order for MHECare to be successful, it must be profitable for both the provider and the institutions. The Commission is committed to making that happen.

D. The MHEC Request for Proposal (RFP) Process

1. Point of Contact

This Request for Proposal (RFP) is issued by the Midwestern Higher Education Compact's Student Health Benefits Advisory Committee, which is the sole point of contact for MHEC during the selection process. The person responsible for managing the procurement process is Ms. Jennifer Dahlquist (612/626-1602 or jenniferd@mhec.org).

2. Objective

The objective of the RFP process is to provide interested parties with information to enable them to prepare and submit a proposal which would allow MHEC to:

- a. Obtain formal agreements for program administration services;
- b. Assure that MHEC, its member institutions and their students are receiving state of the market programs and services;
- c. Select a program administrator with the resources and experience to allow MHECare to offer premier student health insurance programs to institutions of higher education.

E. Schedule of events

The following schedule lists meetings and deadlines related to this Request for Proposal (RFP) on the selection of a program administrator for MHECare. Deadline dates are as indicated unless otherwise changed by the SHBAC. In the event that the SHBAC finds it necessary to change any of the dates or activities listed in this calendar, it will do so by issuing an amendment to the RFP to prospective Providers.

Event	Target Completion Date
Advertisements of RFP	March 1, 2010
Effective issue date of RFP	March 1, 2010
Vendor deadline for submitting Intent to Respond Form – (Appendix A)	March 16, 2010
Final Questions Due	March 16, 2010
Mandatory Pre-Bid Meeting	March 22, 2010 1:00 – 3:00 PM
Answers to Questions Send to Intended Respondents	March 30, 2010
Deadline for Submission of RFP	April 16, 2010
Identification and Notification of Finalists	April 30, 2010
Interviews with Finalists	May 5 & 6, 2010
Selection of Program Administrator	May 6, 2010
Contract Award and Assignment	June 4, 2010
Effective Date of Contract	TBD

F. Selection Process

The selection process will be guided by an evaluation of the range and quality of program administrative services offered, and the cost of those services in the context of what represents the best interests of the Midwestern Higher Education Compact and the potential members of its student health insurance program. The evaluation of responses will be performed by the SHBAC. Its findings and recommendations will be submitted to the MHEC President for approval.

G. Instructions to Respondents

1. Request for Proposal (RFP) Document

Respondents are expected to examine the complete RFP document and all appendices. The failure to do so is at the respondent's risk. It is the respondent's responsibility to ask questions, request clarifications, or otherwise advise MHEC if any language, specification or requirement of the RFP appears to be ambiguous, contradictory, and/or arbitrary, or appears to inadvertently restrict or limit the requirements stated in the RFP to a single source.

All questions with regard to the submission of proposals should be made in writing and directed to Jennifer Dahlquist, Assistant Vice President for Cost Savings and Chief Financial Officer, at jenniferd@mhec.org. Only information supplied by MHEC in writing through Jennifer Dahlquist or this RFP or amended RFP should be used as a basis for the preparation of Provider responses.

2. Evaluation and Award

Any clerical errors, apparent on its face, may be corrected by MHEC before contract award. Upon discovering an apparent clerical error, MHEC may contact the respondent and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. MHEC reserves the right to request clarification of any portion of the respondent's response in order to verify the intent. The respondent is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

MHEC reserves the right to make an award to the respondent who meets the terms, conditions, and specifications of the RFP and whose proposal is considered to best serve MHEC's interest. In determining responsiveness and the responsibility of the Respondent, the following shall be considered when applicable: the ability, capacity, and skill of the respondent to perform as required; whether the respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the respondent; the quality of past performance by the respondent; the previous and existing compliance by the respondent with related laws and regulations; and the sufficiency of the respondent's financial resources.

MHEC reserves the right to accept or reject any or all proposals and to waive any technicality or informality. Any protest must be made to the MHEC President within ten working days following notice of award. The decision of the MHEC president shall be final and binding.

3. Mandatory Pre-bid Meeting

A mandatory pre-bid meeting will be held on March 22, 2010 from 1:00 – 3:00 PM at the Big Ten Conference Center in Chicago, IL. Responses to the RFP from respondents that fail to attend the pre-bid meeting will not be accepted. No more than three respondents from prospective brokerage firms may attend the pre-bid meeting.

The RFP document and any appendices constitute the complete set of specifications and proposal response forms; see Appendix A for the Intent to Respond form. The Intent to Respond form is a required document and must be returned by March 16, 2010. Final questions must be submitted in writing via e-mail to Jennifer Dahlquist (jenniferd@mhec.org) by March 16, 2010. All questions and responses will be shared with all firms that have requested a copy of the RFP and attended the pre-bid meeting.

No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on MHEC. No employee of MHEC is authorized to

interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document or any formal written responses to submitted questions. In case of any doubt or difference of opinion as to the true intent of the RFP, the decision of MHEC's president shall be final and binding on all parties.

Proposals will be subject to the terms and conditions shown in Appendix C.

4. Contract Award and Assignment

The successful respondent shall, within ten (10) days after the receipt of formal notice of program award and assignment of the contract, enter into contract negotiations with MHEC. The Contract Documents shall include the RFP and any appendices, any addenda to the RFP, Respondent's Proposal, and Letter of Award. The Contract will be awarded by June 4, 2010.

The contract to be awarded and any amount to be paid there under shall not be transferred, sublet, or assigned without the prior approval of MHEC. MHEC will enter into a master agreement for three (3) years with two (2) optional one-year renewals at MHEC's discretion.

5. Book of Business

MHEC does not guarantee a book of business or premium volume. Institutions participate in MHEC's programs of insurance at their election and are free to make other choices they may deem to better serve their students.

6. Contract Termination for Cause

In the event the program administrator violates any provisions of the contract, MHEC may serve written notice upon the program administrator setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, MHEC may terminate the contract by serving written notice upon the program administrator; but the liability of program administrator for such violation; and for any and all damages resulting there from, as well as from such termination, shall not be affected by any such termination.

7. Contract Termination for Convenience

MHEC reserves the right, in its best interest as determined by MHEC, to cancel the contract by given written notice to the program administrator thirty (30) days prior to the effective date of such cancellation.

8. Accounting Practices

The program administrator shall maintain, during the term of the contract, all books of account, accounting records, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The program administrator agrees to make available to MHEC, member states, and participating institutions, during normal business hours, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of six (6) years beyond the last day of the contract term.

9. Disclaimer

This Request for Proposal is not an offer to purchase. It is a request for administrative services product information and cost to assist MHEC and SHBAC in development and growth of the MHECare Initiative. Brokerage firms seeking to be a candidate for program administrator are NOT authorized to approach any markets on MHEC's behalf. Neither MHEC, the SHBAC, or potential members of its student health insurance programs assumes any financial responsibility for the cost of preparation of proposals by vendors, nor does MHEC make any commitment to enter into a contract for service based on responses to this Request for Proposal.

MHEC and the SHBAC make no guarantee that any institution or number of institutions, nor any students at those institutions, will participate in MHECare. MHEC will not be liable for the failure of any institution to make any payment or for the breach of any term or condition by an institution under any agreement.

H. Program Administrative Services

The service requirements of the program administrator of MHECare are outlined below. Brokerage firms seeking to be a candidate for program administrator are NOT authorized to approach any markets on MHEC's behalf.

1. Placement of Programs

- a. Prepare a market analysis and forecast (thereafter, annually). This report shall include information on trends, market availability, pricing, and short and long term market directions.
- b. Seek competitive programs and market coverages on an unbiased basis and in the best interests of the MHECare Initiative. SHBAC is interested in quotes from multiple vendors.
- c. Prepare and collect underwriting data and other data required by insurer for renewal for SHBAC.

- d. Market MHECare as directed.
2. Account Services
- a. Provide a dedicated staff qualified to handle an account as it reaches critical mass.
 - b. Prepare material binders for meetings and marketing binders for prospective institutions.
 - c. Answer program coverage questions from member institutions.
 - d. Verify the accuracy of insurance related documents as needed, such as utilization reports, claims and EOBs.
 - e. Assist the Student Health Benefits Advisory Committee in the design and revision of MHECare as needed.
 - f. Assist carrier in collecting premiums from member institutions as needed.
 - g. Due diligence: provide premium reconciliation to the member institutions on an annual basis. A final plan enrollment file should, at minimum, detail each enrollee by level of coverage, and be available to the institution upon request. Note: For institutions that self-administer the enrollment/waiver processes, the broker's totals/detail should be reconciled against the institutions' totals/details.
 - h. Provide renewal timeline approximately six months in advance of renewal date.
 - i. Be fully qualified and competent with proper license, knowledge, experience and personnel.
 - j. Work with member institutions' local brokers/agents.
3. Meeting Preparation
- a. Program administrator management shall conduct annual face-to-face stewardship meetings with SHBAC reviewing activities, service commitments, placements including a review of fees and commissions and future plans.
 - b. Attend and develop agendas with MHEC and member input in the coordination of meetings as requested.
 - c. Work in coordination with the MHEC office to prepare agendas. Prepare meeting material binders for all attendees of the meetings.
 - d. Advocate on behalf of members in the resolution of disputed claims.
4. Marketing of Programs
- a. Market MHECare to institutions of higher education and their consortiums.
 - b. Participate in and support conference calls and face-to-face meetings with prospective institutions.

- c. Provide binder(s) of marketing materials for prospective member institutions.
- d. Collect initial underwriting data on all prospective institutions.
- e. Work with MHEC and SHBAC to develop prospective institutions. Keep committee current on prospective institutions.
- f. Quote prospective institutions.
- g. Support marketing of programs of insurance.

I. Submission Deadlines TBD

The deadline for submission of proposals and related information is 4 p.m. CDT on April 16, 2010. All proposals must be submitted with the signature page (see Appendix B), and should be typed in single-sided MS Word format. Proposals should be organized and presented in a manner that addresses all of the RFP provisions and requirements.

The outside envelope should be sealed and clearly marked:

“Proposal for Furnishing and Delivery of MHECare Administrator Services”

No more than five (5) bound original and one (1) unbounded identical copy of the response plus an electronic copy on CD/DVD (the electronic copy files are limited to the following document formats: MS Word, MS Excel, or PDF) The Provider should designate one (1) person as its principal contact with respect to this RFP.

The proposal should be addressed, mailed and/or delivered to the following address:

Midwestern Higher Education Compact
Attn: Jennifer Dahlquist
Assistant Vice President for Cost Savings and Chief Financial Officer
1300 South Second Street, Suite 130
Minneapolis, MN 55454-1079

To receive consideration, proposals must be received, at the above address, prior to the April 16, 2010, 4 p.m. CDT RFP deadline. Respondents assume full responsibility for the actual delivery of proposals during business hours at the specified address.

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications or requirements. Pricing must be presented in one sealed envelope separately of the response to the RFP.

J. Submission of Proposals

Respondents shall furnish information required by the solicitation in the form requested. MHEC reserves the right to reject proposals with incomplete information or which are presented on a different form. All proposals shall include a completed signature page (Appendix B), signed in the appropriate location, by a duly authorized representative of the respondent's organization. Signature on the proposal certifies that the respondent has read and fully understands all proposal specifications, plans, and terms and conditions.

By submitting a proposal, the respondent agrees to provide the specified services in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the respondent certifies that: (1) the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the proposal has been arrived at independently, without consultation, communication or agreement with any competitor for the purpose of restricting competition, (3) the respondent has not directly or indirectly induced or solicited any other respondent to submit a false or sham proposal; (4) the respondent has not solicited or induced any person, firm, or corporation to refrain from responding; (5) unless otherwise required by law, the offer cited in this proposal has not been and will not be knowingly disclosed by the vendor prior to opening directly or indirectly to any other vendor; and (6) the respondent has not sought by collusion or otherwise to obtain any advantage over any other respondent or over MHEC.

Modifications or erasures made before proposal submission must be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing prior to the exact date and time set for the proposal submission deadline. Any such modifications shall be prepared on company letterhead, signed by a duly authorized representative, and state the new document supersedes or modifies the prior proposal. The modification must be submitted in a sealed envelope marked "Proposal Modification" and clearly identifying the RFP title, proposal submission deadline, time and date. Proposals may not be modified after the proposal submission deadline closing time and date. Telephone and facsimile modifications are not permitted.

Proposals may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the submission deadline. Proposals may be withdrawn in person before the proposal closing upon presentation of proper identification. Proposals may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of proposals.

In addition to addressing requested services, all proposals must address the information requested in the sections that follow.

1. Brokerage's Financial Condition

Submit your company's most recent audited financial statements (i.e. balance sheet, and profit and loss statement) and credit rating from nationally respected rating agency.

2. Disclosure/Transparency Policies

Provide copies of compensation disclosure policy and a sample of documents to be issued when submitting quotations.

3. References

Provide at least three references from current customers that purchase insurance on a group or consortia basis. Provide at least one reference from a customer to which you no longer provide service. Please include any higher education references.

4. Staffing Plan and Resumes

Provide information on account executive(s) and support staff that you propose to assign to service this account. Attach detailed resumes of the account executive(s) and any backup staff you plan to use in servicing our account. Include in each resume the number of years experience in the field of Student Health Insurance.

- a. Name
- b. Title
- c. Number of years in this capacity
- d. Educational background
- e. General professional experience
- f. Professional experience in servicing higher education institutions
- g. List State Broker Licenses, Property Casualty and/or Health & Life which are held individually.

If applicable, describe the nature and level of staff resources and service capabilities readily available to you through your parent organization.

5. Pricing

Initially, MHEC will consider proposals with compensation based solely on commission. The contract is to be awarded for three (3) years with two (2) one-year optional renewal periods exercised solely by MHEC. You must disclose the pricing for each year.

If responder is to earn any additional fees as the result of being appointed as the program administrator for MHEC Care, they must be fully disclosed as to the nature of the fees and the amount of the fees.

6. Limits of Insurance

Address how your firm will meet the insurance requirements stated in section 7 of Appendix C – General Terms and Conditions.

K. Program Administrator Selection Criteria

Appropriate weights will be given to the following factors to be used in the evaluation of proposals (the factors are not listed in any particular order of importance):

- Program plan and concept for providing required services
- Access to markets
- Brokerage qualifications and financial resources
- References/recommendations from higher education clients
- Broker personnel qualifications and dedicated staffing plan
- Responsiveness – Form and Content of RFP
- Compensation

L. Selection of Finalists and Best and Final Offers from Finalists

The SHBAC will select and notify the finalist offerors on April 30, 2010. Only finalists will be invited to participate in the subsequent steps of the procurement. Prospective program administrator finalist may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers to be considered during the interviews with finalists to be held on May 5, 2010.

M. Conflict of Interest

By submitting a proposal, the vendor certifies that no relationship exists between the vendor and the Midwestern Higher Education Compact or the members of its Student Health Benefits Advisory Committee that interferes with fair competition or is a conflict of interest, and no relationship exists between the vendor and other persons or

firms that constitutes a conflict of interest that is adverse to the Midwestern Higher Education Compact.

N. Public Information

After the contract is awarded and the contract document is executed, all proposals and documents pertaining to the proposals will be open to the public. If the prospective provider submits information in response to this RFP that it believes to be trade secret materials as defined by the laws of the MHEC member states, the prospective provider must:

1. Clearly mark all trade secret materials in its response at the time the response is submitted;
2. Include a statement with its response justifying, with particularity, the trade secret designation for each item; and
3. Defend any action seeking release of the materials it believes to be a trade secret, and indemnify and hold harmless MHEC, its Commissioners, agents and employees from any judgments awarded against MHEC in favor of the party requesting the materials, and any and all costs connected with the defense. This indemnification survives MHEC's award of a contract. In submitting a response to this RFP, the prospective provider agrees that this indemnification survives as long as the trade secret materials are in possession of MHEC.

In the event a request is made for information which the prospective provider has identified as trade secret, MHEC agrees to notify prospective provider of said request and provide its determination as to whether disclosure is legally required, in addition to anticipated disclosure dates, if any, and to allow the prospective provider an opportunity, in its discretion and at its sole expense, to seek a protective order or otherwise protect the confidentiality of the information.

O. Illegal Conduct

All responses must include a statement as to whether or not the responding firm has been convicted of bribery or attempting to bribe a public official, barred from contracting with a unit of local or state government as a result of bid rigging, or been convicted of a felony.

P. Organization and Format

Five (5) bound original and one (1) unbounded identical copy of the response plus an electronic copy on CD/DVD (the electronic copy files are limited to the following document formats: MS Word, MS Excel, or PDF) should be forwarded to the following address prior to the deadline. Proposals should be typed in single-sided MS

Word format. Pricing must be presented in one sealed envelope separately of the response to the RFP.

Q. Contacting MHEC

For further information about the Midwestern Higher Education Compact and its programs and services you are referred to the Compact web site at:
<http://www.mhec.org>.

For further information about the Compact's Student Health Benefits Advisory Committee, contact:

Ms. Jennifer M. Dahlquist
Assistant Vice President for Cost Savings and Chief Financial Officer
Midwestern Higher Education Compact
1300 South Second Street, Suite 130
Minneapolis, MN 55454-1079

Phone: 612/626-1602

Fax: 612/626-8290

E-mail: jenniferd@mhec.org

Web Site: <http://www.mhec.org>

Appendix A – Intent to Respond Form

Midwestern Higher Education Compact’s
Program Administrative Services for MHECare
A Midwest Student Health Collaborative

Name of Organization

Street Address

City State Zip Code

Your Name

Title

Telephone Number

Fax Number

E-mail Address Organization’s Website Address

Organization’s Federal Tax Identification Number

Signature Date

PLEASE RETURN THIS FORM BY March 16, 2010

Midwestern Higher Education Compact
Attn: Jennifer Dahlquist, Assistant Vice President for Cost Savings & CFO
1300 South Second Street, Suite 130, Minneapolis, MN 55454-1079
Fax: 612/626-8290 E-mail: jenniferd@mhec.org

Appendix B – Signature Page

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Supplementary material on any of the questions below may be attached to this questionnaire. Note: this form may be either filled in or reproduced on your word processing system, however, please reproduce in the same order as it exists.

General information about your office

Name of Firm

Street Address

City

State

Zip Code

Name of Contact Person in Connection with this Proposal

Title

Telephone Number

Fax Number

E-mail Address

Organization's Website Address

Date submitting office was established

Also, please list subsidiary or associate companies of your firm which you wish to utilize in servicing the MHEC account.

If a subsidiary/branch/franchise of a national agency, provide the following information on the parent organization

Head Office

Date established

Number of offices in the U.S

The person signing below authorizes that:

1. He or she is the person in the respondent's firm responsible for the decision to offer the proposal in response to the RFP for Program Administrative Services for MHECare; or
2. He or she is not the person in the respondent's firm responsible for the decision to offer, but has been authorized in writing to act as agent to quote the persons responsible for such decisions.

Name

Title

Organization

Date

Appendix C – General Terms and Conditions

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1. Purpose: The purpose of these specifications is to require the furnishing of the highest service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and proposal response forms.
2. Governing Laws and Regulations: Any contract issued as a result of this RFP shall be construed according to the laws of the State of Minnesota. Additionally, the program administrator 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.
3. Taxes: The program administrator shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished to MHEC are not subject to either Federal Excise Taxes or Minnesota Sales Tax.
4. Equal Opportunity and Non-Discrimination: In connection with the furnishing of services under the contract, the program administrator and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The program administrator shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.
5. Applicable Laws and Regulations: The program administrator shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.

6. Inventions, Patents, and Copyrights: The program administrator shall pay for all royalties, license fees, patent or invention rights, or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The program administrator shall defend, protect, and hold harmless the Midwestern Higher Education Compact (MHEC), its officers, agents, servants and employees against all suits of law or in equity resulting from patent and or copyright infringement concerning the program administrator's performance or products produced under the terms of the contract.

Copyrights for any item developed for MHEC shall be the property of MHEC and inure to its benefit and the program administrator shall execute such documents as MHEC may require for the perfection thereof.

7. Insurance: The program administrator will be required to provide certificates of insurance evidencing the following coverages and minimum limits of liability:

General Liability * Bodily injury and property damages

\$10,000,000 per occurrence

Errors and Omissions * Professional liability

\$2,000,000 per claim

Workers Compensation and Employers Liability

Statutory limits in state of hire

Commercial Automobile Liability * owned, non-owned and hired vehicles

\$2,000,000 combined single limit for bodily injury and property damage

The insurance must be maintained throughout the term of the contract, except that any claims made policy must be maintained for 3 years following the last year of the contract. MHEC must be named as an additional insured on the broker's general liability policy on a primary and non-contributory basis.