



**REQUEST FOR PROPOSAL**

*2017 T-shirt Printing Services*

Release Date: November 28, 2016

**Due Date: 4 p.m. January 11, 2017**

2017 T-shirt Printing Services RFP

PROPOSAL MUST BE RECEIVED NO LATER THAN EXACTLY  
TIME: 4:00 p.m. Central Time                      DATE: January 11, 2017

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

Questions about this RFP should be directed by email to [strive@mchcp.org](mailto:strive@mchcp.org). To ensure timely distribution of information to all bidders, questions must be submitted no later than December 21, 2016. Responses to questions from potential bidders will be posted to the Missouri Consolidated Health Care Plan (MCHCP) website at the same location as the RFP posting by December 28, 2016. In addition, any periodic updates regarding the RFP process will be posted at the same location.

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

Proposals must be **delivered to** MCHCP, 832 Weathered Rock Court, Jefferson City, MO 65101; or **mailed to** MCHCP, PO Box 104355, Jefferson City, MO 65110-4355. Proposals should be clearly marked **“2017 T-shirt Printing Services RFP.”**

**CONTRACT PERIOD:** The initial term of this Contract is for a period of approximately one year with up to two possible one-year renewals with services beginning on March 1, 2017. The Contract year is March 1 through February 28.

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

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

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

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

Bidder's Title: \_\_\_\_\_

Bidder's Email Address: \_\_\_\_\_

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

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

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

# 2017 T-shirt Printing Services RFP

## SECTION A GENERAL INTRODUCTION

### A1 GENERAL INFORMATION

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

- Section A General Introduction
- Section B Scope of Work
- Section C General Contractual Requirements
- Section D Evaluation of Proposals
- Section E Questionnaire
- Section F Exhibits

A1.2 Schedule of Events

- |   |                   |
|---|-------------------|
| • Release date of RFP                             | November 28, 2016 |
| • Proposals due to MCHCP (4:00 p.m. Central Time) | January 11, 2017  |
| • Anticipated contract award                      | January 26, 2017  |
| • Effective date of contract                      | March 1, 2017     |

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

A1.4 This document constitutes a request for sealed proposals from qualified organizations to provide t-shirts as specified herein.

A1.5 MCHCP desires to contract per the attached specifications. All bidders must submit pricing information on Exhibit A of this RFP, which must be completed, signed, dated and returned with the bidder's proposal. Other proposal submission requirements are stated throughout this document. There will be no public openings of submitted bids, and proposals will remain confidential until such time a contract is executed, or all proposals are rejected.

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

A1.7 MCHCP anticipates awarding one contract.

### A2 MINIMUM BIDDER REQUIREMENTS

A2.1 The bidder must be licensed as necessary to do business in the state of Missouri in order to perform the duties described in this RFP, and be in good standing with the office of the Missouri Secretary of State.

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- A2.2 Bidders shall not be permitted to alter their price after submission except by written agreement with MCHCP.
- A2.3 Bidders must provide complete information regarding each subcontractor used by the bidder to meet the requirements of this contract.
- A2.4 Bidders must have at least five years of experience in t-shirt printing services.
- A2.5 Bidders must provide three (3) business references. References must include name of business, name of contact, address and phone number, along with the type of and quantity of printing services performed for that particular business. Other governmental references with similar-size jobs or larger are preferred but not required.
- A2.6 Bidders must submit a detailed proposal regarding the services to be performed, including which, if any, of the services will be outsourced. The proposal should include the number of person hours planned for the included services.
- A2.7 The bidder must produce at least part of the printed t-shirts in-house. Contract will not be awarded to a bidder that proposes to outsource the entire job.
- A2.8 Bidders must complete all sections and answer all questions contained in the RFP. Incomplete proposals may be deemed nonresponsive and may not be considered as valid proposals.

### A3 BACKGROUND INFORMATION

- A3.1 Missouri Consolidated Health Care Plan is governed by the provisions of Chapter 103 of the Revised Statutes of Missouri. Under the law, MCHCP is directed to procure health care benefits for most state employees. MCHCP also procures health care benefits for some non-state public entities.
- A3.2 The following exhibits and attachments are included within this RFP:
  - A3.2.1 Exhibit A Pricing Pages
  - A3.2.2 Exhibit B Contractor Certification
  - A3.2.3 Exhibit C MBE/WBE Participation Commitment
  - A3.2.4 Exhibit D MBE/WBE Intent to Participate

### A4 OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- A4.1 It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MCHCP if any language, specifications or requirements of the RFP appear to be ambiguous, contradictory and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from bidders regarding specifications, requirements, competitive procurement process, etc., must be directed by email to [Strive@mchcp.org](mailto:Strive@mchcp.org).

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

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

- A4.2 Notice of the release of the RFP, subsequent amendments and clarifications is made to potential bidders at the current email address maintained by MCHCP. If the email address is incorrect, the bidder must notify MCHCP at [strive@mchcp.org](mailto:strive@mchcp.org) upon receipt of the document. Any notice of subsequent amendment to an RFP shall be emailed to the same address as the original RFP unless otherwise notified.

### A5 PREPARATION OF PROPOSALS

- A5.1 Bidders must examine the entire RFP carefully and respond to all questions. Failure to do so shall be at the bidder's risk.
- A5.2 Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- A5.3 Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, and/or information listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals that do not comply with the requirements and specifications are subject to rejection without clarification.

### A6 SUBMISSION OF PROPOSALS

- A6.1 A proposal submitted by a bidder must (1) be signed by a duly authorized representative of the bidder's organization, (2) contain all information required by the RFP, (3) be priced as required, (4) be sealed in an envelope or container, and (5) be mailed or hand-delivered (not faxed) to the office of MCHCP and officially clocked in no later than the exact filing time and date specified in the RFP.
- A6.2 The sealed envelope or container containing a proposal should be clearly marked "**2017 T-shirt Printing Services RFP.**" Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- A6.3 A proposal may only be modified or withdrawn by signed, written notice which has been received by MCHCP prior to the official filing date and time specified. A proposal may also be

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withdrawn or modified in person by the bidder or its authorized representative, provided proper identification is presented before the official filing date and time.

- A6.4 Bidders must sign and return the RFP signature page or, if applicable, the signature page of the last amendment thereto in order to constitute acceptance by the bidder of all RFP terms and conditions. Failure to do so shall result in rejection of the proposal unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- A6.5 All responses to this RFP and amendments to this RFP, including "no bid" responses and requests to modify a proposal, must be delivered to the office of MCHCP in a sealed envelope or container. Submission by unsealed facsimile, email or telephone is not acceptable. However, sealed proposals containing faxed pages are acceptable. In addition, requests to withdraw proposals may be submitted by facsimile but must be received by MCHCP prior to the official filing date and time specified.

### A7 EVALUATION AND AWARD

- A7.1 Any clerical error, apparent on its face, may be corrected by the bidder before contract award. Upon discovering an apparent clerical error, MCHCP may contact the bidder and request written clarification of the intended proposal. The correction shall be made in the notice of the award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- A7.2 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.
- A7.3 Awards shall only be made to the bidder whose proposal complies with all mandatory specifications and requirements of the RFP. MCHCP reserves the right to evaluate all offers and based upon that evaluation to award one contract or to reject all offers.
- A7.4 In the event all bidders fail to meet the same mandatory requirement in an RFP, MCHCP reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, MCHCP reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- A7.5 Any award of a bid shall be made by written notification from MCHCP to the successful bidder. MCHCP reserves the right to reject any or all offers.
- A7.6 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.

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### **SECTION B SCOPE OF WORK**

#### **B1 GENERAL REQUIREMENTS**

- B1.1 The contractor must agree 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.
- B1.2 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.
- B1.3 The contractor must maintain sufficient liability insurance to protect MCHCP against any reasonably foreseeable loss, damage or expense under this contract.

#### **B2 PRINT SPECIFICATIONS – *2017 Health Action T-shirt***

- B2.1 Name of Project: Printing of Health Action T-shirts
- B2.2 Quantity Required:
  - B2.2.1 Maximum of 3,500 in May of 2017
  - B2.2.2 Maximum of 3,500 in September of 2017
  - B2.2.3 Maximum of 3,500 in January of 2018
  - B2.2.4 The quantities listed above are approximate. The final quantity will be indicated at the time of order.
- B2.3 Adult Sizes: SM, MED, LG, XL, XXL, XXXL
- B2.4 Material: 50/50 Polyester-Cotton Ultra Blend
- B2.5 Style: Crew Neck, Standard Cut
- B2.6 Color: Heather/Sport Gray, Royal/Navy Blue, Green, or White
- B2.7 Ink: MCHCP will choose between 1 Color Process, 3 Color Process & 4 Color Process with bleeds, Front Only
- B2.8 Design: MCHCP will provide the design for the t-shirt screen print composed in the appropriate artwork file.

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B2.9 Contractor shall be responsible for a color proof screen printing to be provided to MCHCP for approval prior to printing, within five (5) working days from receipt of artwork files. Proof shall be **hand-delivered to** MCHCP, 832 Weathered Rock Court, Jefferson City, MO 65101, electronically mailed to [Strive@mchcp.org](mailto:Strive@mchcp.org); or **mailed to** MCHCP, PO Box 104355, Jefferson City, MO 65110-4355.

B2.10 Quality:

B2.10.1 All t-shirts, when delivered, shall meet or exceed all applicable standards as mandated by State and Federal regulation. Poor-quality printing and/or t-shirts shall be sufficient reason for MCHCP to reject all or any part of the completed project. The deduction for rejected items will be prorated proportionate to the total bid price.

B2.10.2 All t-shirts provided under this RFP must be new. Items which are used, demonstrators, obsolete, seconds or which have been discontinued are unacceptable.

B2.11 Warranties:

B2.11.1 All bidders must submit/include any/all warranty information with submissions whether it is expressed or implied

B2.11.2 Bidders shall guarantee the original purchase for a period of not less than one year from the date of purchase and acceptance by owner, that bidders will replace or repair any defective product during the guarantee period, excluding any item which has been subjected to accident, alterations, abuse, misuse or neglect by MCHCP or its members or that is caused by normal wear and tear.

B2.12 T-shirts shall be printed in three batches at three different times:

B2.11.1 May of 2017

B2.11.2 September of 2017

B2.11.3 January of 2018

### B3 PACKING AND DELIVERY SPECIFICATIONS – **2017 Health Action T-shirt**

B3.1 Packaging and shipping must provide adequate protection against damage and deterioration.

B3.2 All quotations must be FOB destination, freight prepaid. Inside delivery is required.

B3.3 Inspection of goods and services will be conducted by MCHCP at point of delivery. Material not in accordance with specifications will be returned at the contractor's expense. MCHCP reserves, at its sole discretion, the determination as to whether products delivered meet MCHCP standards.



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- B3.4 Contractor must be able to deliver all completed products to MCHCP not more than twenty-one (21) days from the date of order.
- B3.5 Contractor must sort t-shirts by size (SM, MED, LG, XL, XXL, and XXXL) with a sorting label indicating the number of t-shirts in each size group, prior to packing.
- B3.6 T-shirts shall be printed and delivered to MCHCP in accordance with the following schedule:
  - B3.6.1 Print in May of 2017, full order due to MCHCP no later than June 2, 2017
  - B3.6.2 Print in September of 2017, full order due to MCHCP no later than October 6, 2017
  - B3.6.3 Print in January of 2018, full order due to MCHCP no later than February 2, 2018
- B3.7 Full order shall be delivered to MCHCP, 832 Weathered Rock Court, Jefferson City, MO 65101

### SECTION C GENERAL CONTRACTUAL REQUIREMENTS

#### C1 TERMINOLOGY/DEFINITIONS

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

- C1.1 **Amendment** means a written, official modification to an RFP or to a contract.
- C1.2 **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 the person or organization that responds to this RFP by submitting a proposal with prices to provide the services as required in the RFP document.
- C1.4 **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 this RFP and who enters into a contract with MCHCP for services described herein.
- C1.6 **Exhibit** applies to forms which are included with this RFP for the bidder to complete and return with the sealed proposal prior to the specified filing date and time.

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- C1.7 **May** means 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 breach.
- 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 with the sealed proposal prior to the specified proposal filing date and time.
- C1.10 **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 Exhibits, Attachments, and Amendments thereto.
- C1.11 **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Missouri Legislature. Chapter 103 of the Revised Statutes of Missouri is the primary chapter governing the operations of MCHCP.
- C1.12 **Shall** has the same meaning as the word "must."
- C1.13 **Should** means desirable but not mandatory.

### C2 INVOICING AND PAYMENT

- C2.1 MCHCP does not pay state or federal taxes unless otherwise required under law or regulation.
- C2.2 MCHCP assumes no obligation for equipment, supplies and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to MCHCP's rejection and shall be returned at the contractor's expense.
- C2.3 Payment will be made to the name and address identified in the contract as the "Contractor" unless (a) the contractor has authorized a different name and mailing address in writing or (b) unless a court of law specifies otherwise.
- C2.4 The contractor agrees that the fee due for all services performed by the contractor shall be billed by the end of the month following delivery.
- C2.5 Payment will be remitted to contractor by the tenth of the month following the month in which MCHCP receives a bill from Contractor for the services provided. Contractor shall bill for services only after delivery is made.

### C3 TITLES

- C3.1 Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

### C4 MODIFICATIONS TO OR TRANSFERS OF INTEREST IN THE CONTRACT

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- C4.1 Any change in the contract including the Scope of Work described herein, whether by modification and/or supplementation, must be accompanied by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and MCHCP. Any such amendment shall specify an effective date, any increases or decreases in the amount of the contractor's compensation, if applicable, entitled as an "Amendment," and signed by the parties identified in the preceding sentence. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.
- C4.2 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of MCHCP.

### C5 APPLICABLE LAWS AND REGULATIONS

- C5.1 The contract shall be construed according to the laws of the state of Missouri. The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- C5.2 To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and MCHCP.
- C5.3 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- C5.4 The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- C5.5 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself or herself or his or her employees to be an employee of MCHCP. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold MCHCP, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

### C6 COMMUNICATIONS AND NOTICES

- C6.1 Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail with postage prepaid, transmitted by facsimile or email, or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract.

### C7 INVENTIONS, PATENTS, AND COPYRIGHTS

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- C7.1 The contractor shall defend, protect, and hold harmless MCHCP, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.
- C7.2 All material developed or acquired by the contractor as a result of work under the contract shall become the property of MCHCP. No material prepared by the contractor shall be released to the public without the prior written consent of MCHCP.

### C8 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- C8.1 In connection with the furnishing of services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, ancestry, age, sexual orientation, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:
  - C8.1.1 A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
  - C8.1.2 The identification of a person designated to handle affirmative action;
  - C8.1.3 The establishment of nondiscriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion and discipline.
  - C8.1.4 The exclusion of discrimination from all collective bargaining agreements; and
  - C8.1.5 Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

### C9 AMERICANS WITH DISABILITIES ACT

- C9.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA) and Americans with Disabilities Act Amendments Act of 2008 (ADAAA).

### C10 TERMINATION AND BREACHES

- C10.1 No provision in the contract shall be construed, expressly or implied, as a waiver by MCHCP of any existing or future right and/or remedy available by law in the event of any claim by MCHCP of the contractor's default or breach of contract. It is expressly agreed that MCHCP may obtain an injunction for breach or anticipated breach of contract.

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- C10.2 In the event of material breach of the contractual obligations by the contractor, MCHCP may cancel the contract. At its sole discretion, MCHCP may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than five (5) working days from notification.
- C10.3 If the contractor fails to cure the breach or if circumstances demand immediate action, MCHCP may issue a notice of cancellation terminating the contract immediately.
- C10.4 If MCHCP cancels the contract for material breach, MCHCP reserves the right to obtain the services to be provided pursuant to the contract from other sources and upon such terms and in such manner as MCHCP deems appropriate and charge the contractor for any additional costs incurred thereby.
- C10.5 The contractor shall hold MCHCP harmless and indemnify MCHCP for any damages or expenses paid or incurred by MCHCP as a result of the contractor's performance, or failure to perform, any of the terms and conditions of the contract. This obligation includes any negligent acts or omissions of contractor.
- C10.6 The contractor understands and agrees that MCHCP will not save, hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect MCHCP, its agencies, its employees, its clients and the general public against any such loss, damage and/or expense related to its performance under the contract.
- C10.7 The contract between MCHCP and the contractor shall consist of (1) this RFP and any amendments thereto, and (2) the proposal submitted by the contractor in response to this RFP. In the event of any inconsistency between the RFP and the contractor's responsive proposal, the language of the RFP will govern. However, MCHCP reserves the right to clarify by written amendment any aspect of the contractual relationship with the concurrence of the contractor, and such clarification shall govern in the event of any conflict with applicable provisions in the RFP or the contractor's responsive proposal. The contractor understands and agrees that the contractor's responsive proposal may be accepted by MCHCP without further clarification and that the contractor may be held to any terms or commitments made therein. [Contractor will be required to enter into a formal contract upon award of the RFP.](#)
- C10.8 In submitting a bid, the bidder agrees, unless specifically authorized in writing by an authorized representative of MCHCP on a case by case basis, that it shall have no right to use, and shall not use, the name of MCHCP, *Strive for Wellness*®, or its employees:
- C10.8.1 In any advertising, publicity, promotion;
- C10.8.2 To any advertising, publicity, promotion;
- C10.8.3 To use the name of the MCHCP, *Strive for Wellness*® or employees or the MCHCP and *Strive for Wellness*® brand or logo in any manner except only to manufacture and deliver in accordance with this agreement such services as contracted by the MCHCP.

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C10.9 MCHCP has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, MCHCP shall provide advanced, written notice to the contractor. Upon receipt of such written notice, the contractor will submit, within five (5) working days to MCHCP, an itemization of the work effort already completed by task or subtasks. The contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

### C11 WARRANTIES

C11.1 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.

## SECTION D EVALUATION OF PROPOSALS

### D1. EVALUATION PROCESS

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

#### Evaluation Criteria:

D1.1.1	Price	55 points
D1.1.2	Experience and Expertise	25 points
D1.1.3	Proposed Method of Performance	10 points
D1.1.4	Amount of Work Subcontracted	10 points
D1.1.4	Bonus Points – MBE/WBE Participation Commitment	10 points

The bidder's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process. A maximum of MBE/WBE participation points of 10 points will be awarded based on the participation amount proposed by the bidder. Awarded MBE/WBE participation points will be added to the non-financial points earned by the bidder and will be included to determine if a bidder meets the 80 percent threshold to obtain finalist status.

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### **Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) Participation**

The bidder should secure participation of certified MBEs and WBEs in provider products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

- a) These targets can be met by a qualified MBE/WBE vendor themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b) The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c) In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)
- d) If the bidder is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the bidder must provide the following information with the proposal.
  - a. Participation Commitment - If the bidder is proposing MBE/WBE participation, the vendor must complete Exhibit C (MBE-WBE Participation Commitment), by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor must include the vendor in the appropriate table on the Participation Commitment Form.
  - b. Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit D, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO). If the bidder submitting the proposal is a qualified MBE and/or WBE, the bidder is not required to complete Exhibit D, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

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- e) Commitment – If the bidder’s proposal is awarded, the percentage level of MBE/WBE participation committed to by the bidder on Exhibit C Participation Commitment, shall be interpreted as a contractual requirement.



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### Definition -- Qualified MBE/WBE:

In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.

MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.

Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

Resources - A listing of several resources that are available to assist bidders in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity (OEO)  
Harry S Truman Bldg., Room 630, P.O. Box 809, Jefferson City, MO 65102-0809  
Phone: (877) 259-2963 or (573) 751-8130  
Fax: (573) 522-8078  
Web site: <http://oeo.mo.gov>

- D1.2 MCHCP reserves the right to consider historic information and fact, whether gained from the bidder's proposal, prior experience with the bidder, question-and-answer conferences, references, or any other source, in the evaluation process.
- D1.3 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.

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**SECTION E  
QUESTIONNAIRE**

E1. VENDOR INFORMATION

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

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

E1.3 How many people does your company employ?

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

E.1.5 Name of T-shirt manufacturer

**E1.6 Confirmation of Deadlines**

<b>Scope of Work Section</b>	<b>Print Project</b>	<b>Deadline</b>	<b>Initial to Confirm</b>
<b>B2.11.1</b>	Printing Batch 1 of T-shirts	May 2017	
<b>B2.11.2</b>	Printing Batch 2 of T-shirts	September 2017	
<b>B2.11.3</b>	Printing Batch 3 of T-shirts	January 2018	

<b>Scope of Work Section</b>	<b>Packing and Delivery Project</b>	<b>Deadline</b>	<b>Initial to Confirm</b>
<b>B3.6.1</b>	Packing and Delivery Batch 1 of T-shirts	June 2, 2017	
<b>B3.6.2</b>	Packing and Delivery Batch 2 of T-shirts	October 6, 2017	
<b>B3.6.3</b>	Packing and Delivery Batch 3 of T-shirts	February 2, 2018	

E2. SUBCONTRACTORS

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

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

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

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

### E3. VENDOR PROFILE

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

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

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

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

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### EXHIBIT A PRICING PAGES

#### **INSTRUCTIONS:**

1. **Service Fees** – MCHCP shall pay the contractor the service fees in the applicable Quantity Tier set forth in the table below. MCHCP shall self-bill for the number of completed t-shirts received.
2. **Instructions** – Bidder must complete worksheet in its entirety identifying the cost per each completed t-shirt in each of the quantity tier levels, and any other service fees or add-on fees for all years.
3. **Firm Fixed Pricing** – Bidder must provide guaranteed pricing per t-shirt based on the total ordered for the year.
4. **Submitted prices for 2017** – shall be firm.
5. **Submitted prices for 2018 and 2019** – shall be submitted as “not to exceed” amounts.
6. **Annual renewals** – are solely at the option of MCHCP.
7. **Delivery and Shipping** – Pricing must be all inclusive. Separate delivery and shipping costs are not permitted.
8. **Storage Costs** – Storage costs are the responsibility of the contractor.
9. **Sales Tax** – State and Federal tax shall not be included in calculated price. MCHCP is exempt from state and federal taxes.
10. **See Section B** of the RFP for all T-shirt and design specifications.

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	<b>2017 One Color Process</b>	<b>2017 Three Color Process</b>	<b>2017 Four Color Process</b>
<b>Cost to create silk screen</b>			
<b>Cost per t-shirt 1 – 499</b>			
<b>Add-on cost for XXL and XXXL 1 – 499</b>			
<b>Cost per t-shirt 500 – 2000</b>			
<b>Add-on cost for XXL and XXXL 500 - 2000</b>			
<b>Cost per t-shirt 2001 – 4000</b>			
<b>Add-On Cost for XXL and XXXL 2001 - 4000</b>			
<b>Cost per t-shirt 4001 – 6000</b>			
<b>Add-On Cost for XXL and XXXL 4001 - 6000</b>			
<b>Cost per t-shirt 6001 – 8000</b>			
<b>Add-On Cost for XXL and XXXL 6001 - 8000</b>			
<b>Cost for each item 8001 +</b>			
<b>Add-On Cost for XXL and XXXL 8001+</b>			

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	<b>2018 Guaranteed Not-to-Exceed One Color Process</b>	<b>2018 Guaranteed Not-to-Exceed Three Color Process</b>	<b>2018 Guaranteed Not-to-Exceed Four Color Process</b>
<b>Cost to create silk screen</b>			
<b>Cost per t-shirt 1 – 499</b>			
<b>Add-on cost for XXL and XXXL 1 – 499</b>			
<b>Cost per t-shirt 500 – 2000</b>			
<b>Add-on cost for XXL and XXXL 500 - 2000</b>			
<b>Cost per t-shirt 2001 – 4000</b>			
<b>Add-On Cost for XXL and XXXL 2001 - 4000</b>			
<b>Cost per t-shirt 4001 – 6000</b>			
<b>Add-On Cost for XXL and XXXL 4001 - 6000</b>			
<b>Cost per t-shirt 6001 – 8000</b>			
<b>Add-On Cost for XXL and XXXL 6001 - 8000</b>			
<b>Cost for each item 8001 +</b>			
<b>Add-On Cost for XXL and XXXL 8001+</b>			

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	<b>2019 Guaranteed Not-to-Exceed One Color Process</b>	<b>2019 Guaranteed Not-to-Exceed Three Color Process</b>	<b>2019 Guaranteed Not-to-Exceed Four Color Process</b>
<b>Cost to create silk screen</b>			
<b>Cost per t-shirt 1 – 499</b>			
<b>Add-on cost for XXL and XXXL 1 – 499</b>			
<b>Cost per t-shirt 500 – 2000</b>			
<b>Add-on cost for XXL and XXXL 500 - 2000</b>			
<b>Cost per t-shirt 2001 – 4000</b>			
<b>Add-On Cost for XXL and XXXL 2001 - 4000</b>			
<b>Cost per t-shirt 4001 – 6000</b>			
<b>Add-On Cost for XXL and XXXL 4001 - 6000</b>			
<b>Cost per t-shirt 6001 – 8000</b>			
<b>Add-On Cost for XXL and XXXL 6001 - 8000</b>			
<b>Cost for each item 8001 +</b>			
<b>Add-On Cost for XXL and XXXL 8001+</b>			

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

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Missouri Consolidated Health Care Plan

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

By: \_\_\_\_\_

By Printed Name: \_\_\_\_\_

By Signature: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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

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

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

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

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

Contractor

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT C  
MBE/WBE PARTICIPATION COMMITMENT**

**Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation Commitment**

If the bidder is committing to participation by or if the bidder is a qualified MBE/WBE, the bidder must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the bidder's proposal.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the bidder must either (1) enter the participation percentage under MBE or WBE, or must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

<b>MBE Participation Commitment Table</b>		
(The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
<b>Name of Each Qualified Minority Business Enterprise (MBE) Proposed</b>	<b>Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)</b>	<b>Description of Products/Services to be Provided by Listed MBE</b>  <i>The bidder should also include the paragraph number(s) from the RFP which requires the product/service the MBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ..... <b>RFP Paragraph References:</b>
2.	%	Product/Service(s) proposed: ..... <b>RFP Paragraph References:</b>
3.	%	Product/Service(s) proposed: ..... <b>RFP Paragraph References:</b>
4.	%	Product/Service(s) proposed: ..... <b>RFP Paragraph References:</b>
<b>Total MBE Percentage:</b>	<b>%</b>	

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<b>WBE Participation Commitment Table</b>		
(The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
<b>Name of Each Qualified Women Business Enterprise (WBE) proposed</b>	<b>Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value)</b>	<b>Description of Products/Services to be Provided by Listed WBE</b>  <i>The bidder should also include the paragraph number(s) from the RFP which requires the product/service the WBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- <i>RFP Paragraph References:</i>
2.	%	Product/Service(s) proposed: ----- <i>RFP Paragraph References:</i>
3.	%	Product/Service(s) proposed: ----- <i>RFP Paragraph References:</i>
4.	%	Product/Service(s) proposed: ----- <i>RFP Paragraph References:</i>
<b>Total WBE Percentage:</b>	<b>%</b>	

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**EXHIBIT D**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the bidder is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) in the provision of the products/services required in the RFP, the bidder must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the bidder's proposal.

~ Copy This Form for Each Organization Proposed ~

Bidder Name: \_\_\_\_\_

**This Section To Be Completed by Participating Organization:**

*By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the bidder identified above.*

Name of Organization: \_\_\_\_\_  
 (Name of MBE, WBE)

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 City: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 State/Zip: \_\_\_\_\_ Certification # \_\_\_\_\_  
 Type of Organization (MBE or WBE): \_\_\_\_\_ Certification Expiration Date: \_\_\_\_\_  
 (or attach copy of certification)

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

Describe the products/services you (as the participating organization) have agreed to provide:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization  
 (MBE, WBE)*

\_\_\_\_\_  
*Date  
 (Dated no earlier  
 than the RFP  
 issuance date)*