



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 001

RFP NO.: B3Z15166

TITLE: Hotel/Motel Accommodations with Meals for DOC-CRCT

ISSUE DATE: April 9, 2015

REQ NO.: NR 931 YYY15708186

BUYER: Jessica Andres

PHONE NO.: (573) 751-1567

E-MAIL: Jessica.Andres@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: April 17, 2015 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)

DPMM

PO BOX 809

JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM

301 WEST HIGH STREET, ROOM 630

JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: July 1, 2015 through June 30, 2016

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Corrections
 Training Academy
 1717 Industrial Blvd
 Jefferson City, MO 65109

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

AMENDMENT #001 to RFP B3Z15166

TITLE: Hotel/Motel Accommodations with Meals for DOC-CRCT

CONTRACT PERIOD: July 1, 2015 through June 30, 2016

PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES

1. Closing Date:

As Stated: Return proposal no later than: April 14, 2015 at 2:00 PM.
Change To: Return proposal no later than: April 17, 2015 at 2:00 PM.

2. Paragraph 2.2.11 contains changes as a result of Amendment #001.



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 REQUEST FOR PROPOSAL (RFP)

RFP NO.: B3Z15166
 TITLE: Hotel/Motel Accommodations with Meals for DOC-CRCT
 ISSUE DATE: March 23, 2015

REQ NO.: NR 931 YYY15708186
 BUYER: Jessica Andres
 PHONE NO.: (573) 751-1567
 E-MAIL: Jessica.Andres@oa.mo.gov

RETURN PROPOSAL DATE CHANGED TO APRIL 17, 2015 IN LIEU OF APRIL 14, 2015 VIA AMENDMENT #001.
 RETURN PROPOSAL NO LATER THAN: April 17, 2015 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

(U.S. Mail) RETURN PROPOSAL TO: DPMM PO BOX 809 JEFFERSON CITY MO 65102-0809	or	(Courier Service) DPMM 301 WEST HIGH STREET, RM 630 JEFFERSON CITY MO 65101-1517
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CONTRACT PERIOD: July 1, 2015 through June 30, 2016

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Corrections
 Training Academy
 1717 Industrial Blvd
 Jefferson City MO 65109

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 12/27/12). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
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PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of hotel/motel accommodations with meals services as set forth herein.

1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Page
- 5) Exhibits A – F
- 6) Terms and Conditions

1.2 Background Information:

1.2.1 The Missouri Department of Corrections provides training for newly hired employees. Newly hired employees' training varies between one (1) week and four (4) weeks in length. Hotel/Motel accommodations and three (3) meals per day are solely provided for all Department of Corrections employees attending such trainings who live in excess of sixty (60) miles of the training site. When possible, the employees are lodged two (2) to a room for the duration of the training. There are twenty-four (24) newly hired employees' training sessions per year. On average, 35-45 members attend the newly hired employees' training with approximately thirty (30) of those requiring lodging. In addition, there are also twenty-four (24) basic training sessions per year with an average of 15-40 members requiring lodging.

1.2.2 The newly hired employees check in at approximately 3:00 p.m. the afternoon of their first day of training, and check out at approximately 8:00 a.m. the morning of their final day of training. The typical stay for newly hired employees is four (4) nights per week, Monday night through Thursday night.

1.2.3 Previous contracts exist for the services being obtained via this RFP. The contract numbers are: C313030001 and C314360001.

a. Viewing the contract - A copy of the contract can be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System located on the Internet at: <http://oa.mo.gov/purchasing-materials-management/>. In addition, all proposal and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System. Please reference the Bid numbers B3Z13030 and B3Z14360 or the contract numbers shown above when searching for these documents.

b. State expenditures – The Missouri Accountability Portal (MAP) located on the internet at: <http://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the links to "[Site Information](#)" and "[Disclaimer](#)". Then search by the contract number shown above when searching for the financial information.

1.2.4 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide hotel/motel accommodations with meal for the Department of Corrections, Central Region Training Center (hereinafter referred to as "state agency"), in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
- 2.1.2 The contractor's facility must be located within fifteen (15) miles of the Central Region Training Center located at 1717 Industrial Drive, Jefferson City, Missouri.
- 2.1.3 At a minimum, the contractor shall provide the following:
- a. Single and double occupancy guest rooms
 - b. Meals, to include the following:
 - 1) Complementary hot breakfast
 - 2) Lunch and dinner
- 2.1.4 The contractor shall serve as either the primary contractor or the secondary contractor, as specified on the Notice of Award issued by the Division of Purchasing and Materials Management.
- a. In the event the primary contractor is contacted by the state agency at least sixty (60) calendar days prior to a training session, the primary contractor must provide the hotel/motel accommodations specified by the state agency.
 - b. To the extent possible, in the event the primary contractor is contacted by the state agency less than sixty (60) calendar days prior to a training session, the primary contractor should provide the hotel/motel accommodations specified by the state agency.
 - c. For any training dates the primary contractor is not able to accommodate, the state agency shall notify the secondary contractor. To the extent possible, the secondary contractor shall provide the hotel/motel accommodations specified by the state agency for such training session(s).
 - d. If the primary and secondary contractors are unable to provide the hotel/motel accommodations for any training session, the state agency reserves the right to obtain hotel/motel accommodations elsewhere.
 - e. The contractor shall make every effort to provide the hotel/motel accommodations required by the state agency. The state agency shall document each instance of the contractor's inability to provide hotel/motel accommodations. If the contractor continually or consistently is unable to provide the hotel/motel accommodations, the contractor may be considered in breach of the terms of the contract and appropriate action may be pursued by the State of Missouri.

2.2 Guest Room Requirements:

- 2.2.1 The contractor shall furnish sufficient single occupancy and double occupancy guest rooms. The state agency will specify how many single occupancy and double occupancy guest rooms are needed per training session.
- a. A single occupancy guest room shall be defined as a guest room occupied by one (1) person, which must contain at least one (1) bed.

- b. A double occupancy guest room shall be defined as a room occupied by two (2) people, which must contain at least two (2) beds.
- 2.2.2 The contractor shall provide approximately one (1) to five (5) single occupancy guest rooms, and two (2) to twenty (20) double occupancy guest rooms per training session.
- 2.2.3 If requested by the state agency, the contractor shall provide guest room(s) for the night prior to a training session.
- 2.2.4 The contractor shall ensure that all guest rooms are ready for occupancy no later than 3:00 p.m. on the first day of each training session, unless otherwise specified by the state agency.
- 2.2.5 The contractor must provide guest rooms that have separate bathroom and bath/shower facilities. Shared bathroom and bath/shower facilities shall not be allowed. Additionally, each guest room shall have a TV with cable, high-speed internet access, a microwave, and a coffee pot with complimentary coffee/tea and condiments.
- 2.2.6 The contractor must provide guest rooms that are clean, neat, and insect free. Carpet and fixtures must be without stains and disrepair. Furniture shall be in good condition. The contractor must ensure that all guest rooms are clean upon check-in and receive daily housekeeping.
- 2.2.7 The contractor must provide guest rooms that have doors with security locks.
- 2.2.8 The contractor must provide non-smoking guest rooms for state agency training attendees requesting such. In addition, the contractor should provide smoking guest rooms for any state agency training attendees requesting such, unless smoking in guest rooms is prohibited by law or local ordinance or the entire facility is smoke-free.
- 2.2.9 The contractor must provide adequate personnel to register state agency training attendees in a timely manner.
- 2.2.10 The contractor shall understand that guest rooms will not be required on the last day of each training session.

PARAGRAPH ADDED VIA AMENDMENT #001:

- 2.2.11 The contractor shall provide the state agency with confirmation via email of room reservations within twenty-four (24) hours of the state agency's request for guest rooms.
- 2.3 Meal Requirements:** For each day of each training session, the contractor shall provide meals in accordance with the following:
 - 2.3.1 Breakfast – The contractor shall provide a complimentary hot breakfast buffet which shall include, but not be limited to, one (1) type of meat, one (1) type of egg dish, various pastries and cereals, waffles, biscuits and gravy, milk, water, juice, teas, and coffee (regular and decaffeinated). The contractor must serve breakfast at the contractor's facility. The contractor shall not utilize a voucher system for breakfast.
 - 2.3.2 Lunch and Dinner – The contractor must provide lunch and dinner meals at: (1) the contractor's facility, either at the contractor's in-house restaurant or by use of an outside caterer, or (2) a local restaurant(s), or (3) a combination of the contractor's facility and local restaurant(s), as specified in the contractor's awarded proposal. The contractor must provide lunch and dinner meals that include an entrée, side dish, beverage, and gratuity. In addition, the meals must vary each day and provide diabetic and vegetarian meal options, if necessary. However, the contractor and the state agency shall mutually agree upon the final food services schedule, menus, and prices for the meals, subject to the guaranteed not-to-exceed prices stated on the Pricing Page.

- a. If the contractor is proposing some or all of the lunch and dinner meals to be provided at a local restaurant(s), the contractor shall provide vouchers to each state agency training attendee that would allow the state agency training attendee to eat the identified meal (either lunch or dinner) at the identified local restaurant(s). The voucher shall identify the meal (lunch or dinner), the local restaurant, and the maximum value of the voucher (the guaranteed not-to-exceed total specified on the Pricing Page).
- b. For any meals provided at the contractor's facility, the state agency will provide a sign-in sheet for each state agency training attendee to sign indicating consumption of the meal. The contractor shall be responsible for ensuring the training attendee signs the sign-in sheet.

2.3.3 The contractor shall provide a smoke-free area to serve and for the state agency training attendees to eat the meals served at the contractor's facility.

2.4 Security and Confidentiality Requirements:

2.4.1 With the exception of the front entrance, the contractor's facility must be locked by a reasonable time every night. After such time, entry to the contractor's facility shall only be allowed at the front entrance or via a keycard at any other entrance.

2.4.2 The contractor's personnel shall provide the maximum level of confidentiality for all state agency training attendees.

2.4.3 *All rooms must have entrance doors opening to the interior of the contractor's facility only.* The entrance doors of each room must not open to the outside.

2.5 Additional Requirements:

2.5.1 The contractor's facility shall be equipped with laundry facilities or laundry services.

2.5.2 The contractor shall provide free, safe, and convenient parking.

2.5.3 The contractor's facility must be in compliance with the Americans with Disabilities Act. The contractor's facility must allow for easy access to the guest rooms and all public areas of the contractor's facility including common areas, restrooms, etc. The contractor should reserve first floor guest rooms for conference attendees requiring such and assist with luggage, etc. to and from a guest room.

2.5.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.6 Invoicing and Payment Requirements:

2.6.1 Prior to any payments becoming due under the contract, the contractor must return a completed State of Missouri Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).

- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:

<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

2.6.2 Invoicing – The contractor shall submit an itemized invoice to the state agency at the address listed below within one (1) calendar week following the check-out dates specified by the state agency. Upon award of a contract, the state agency shall provide an email address to the contractor for invoicing purposes.

- a. With the invoice, the contractor must provide an individual folio that has been maintained for each state agency training attendee. The folio submitted to the state agency shall only show the amount charged to the state agency for each state agency training attendee including and itemized listing of each lunch and dinner meal provided, the dates of each meal, the restaurant or caterer providing each meal, identification of the food and drink provided, the cost of each food and drink item, and the taxes and gratuity for each meal.

Missouri Department of Corrections
Central Region Training Center
Business Manager
1717 Industrial Blvd.
Jefferson City MO 65109

2.6.3 Payments – The state agency shall pay for hotel/motel accommodations and meals in accordance with prices stated on the Pricing Page and as specified below:

- a. The state agency shall only pay for hotel/motel accommodations and meals for prior designated state agency training attendees.
- 1) The state agency will pay the contractor the guaranteed not-to-exceed price of the meals. The state agency training attendees shall be responsible for any meal charges in excess of the guaranteed not-to-exceed price as stated on the Pricing Page.
- b. In the event a designated state agency guest shares a guest room with someone who is not a designated state agency guest, the state agency shall only be responsible for the portion of the guest room charge applicable to the designated state agency guest.
- c. The state agency will not be responsible for a state agency guest's miscellaneous charges such as restaurant, room service, bar charges, and charges for movies, phone calls, etc.

2.6.4 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever

2.7 Other Contractual Requirements:

2.7.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized

purchase order or other form of authorization given to the contractor at the discretion of the state agency.

- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. 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 or modification to the contract.

2.7.2 Contract Period - The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

2.7.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

- a. If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
- b. In addition, the contractor shall understand and agree that any renewal period increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

2.7.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.7.5 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.7.6 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and 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 the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

- a. In the event any insurance coverage is canceled, the state agency must be notified within thirty (30) calendar days.

2.7.7 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
 - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.7.8 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) participation levels committed to in the contractor's awarded proposal.

- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or SDVEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

2.7.9 Substitution of Personnel - The contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.

2.7.10 Authorized Personnel:

- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
 - d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
 - e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
- 2.7.11 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, 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.
- 2.7.12 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 2.7.13 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 2.7.14 Confidentiality:
- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

- b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Proposal Submission Instructions:

3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEB SITE IS NOT AVAILABLE FOR THIS RFP.

3.1.2 When submitting a proposal, the offeror should include one (1) additional copy along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy". In case of a discrepancy between the original proposal and the copies, the original proposal shall govern. The proposal should be page numbered and the signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.

a. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested to print the proposal double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.

b. Open Records - Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Division of Purchasing and Materials Management imaging system.

1) *The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Awarded Proposal & Contract Document Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.*

2) *In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.*

3.1.3 Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.

b. Only those questions which necessitate a change to the RFP will be addressed via an amendment to the RFP. Written records of the questions and answers will not be maintained. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be addressed.

c. The offeror may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.

3.2 **Proposal Submittal Documentation** - The offeror should include completed copies of each exhibit and any other documentation requested or required herein with the proposal. The offeror is cautioned that it is the offeror's sole responsibility to submit requested information and that the State of Missouri is under no

obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may adversely affect the evaluation of the proposal.

- 3.2.1 Pricing – The offeror must provide pricing as required on the Pricing Page.
- 3.2.2 Experience - The offeror should complete Exhibit A with information related to previous and current services/contracts performed by the offeror's organization which are similar to the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor. If information about current and/or previous experiences is not identified in the proposal or if a sufficient number is not provided, the Division of Purchasing and Materials Management may request such information. If requested, the Division of Purchasing and Materials Management must receive the information by no later than the date specified by the Division of Purchasing and Materials Management at the time of the request.
- 3.2.3 The offeror should complete and submit Exhibit B, Miscellaneous Information.
- 3.2.4 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Exhibit C, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit C must be submitted prior to an award of a contract.
- 3.2.5 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but not necessarily be limited to:
- a. Registration of business name (if applicable)
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker's compensation/unemployment compensation)
- 3.3 Competitive Negotiation of Proposals** - The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management 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:
- 3.3.1 Negotiations may be conducted in person, in writing, or by telephone.
- 3.3.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the

highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.

3.3.3 Terms, conditions, prices, methodology, or other features of the offeror’s proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror 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.

3.3.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

3.4 Evaluation and Award Process - Proposals will be evaluated and awards made as specified below:

3.4.1 Determination of Lowest Priced Offeror including Consideration of Preferences – The offeror with the most points after completing the cost calculations and determining bonus points as specified below is considered the lowest offeror.

a. Objective Evaluation of Cost – The objective evaluation of cost shall be conducted as follows:

- 1) The cost evaluation shall be based on a total cost determined using the quantities provided below and the firm, fixed prices and guaranteed not-to-exceed prices stated on the Pricing Page for the original contract period and any potential renewal periods.

5 Single Occupancy Guest Rooms for 4 Nights per Week for 52 Weeks
15 Double Occupancy Guest Rooms for 4 Nights per Week for 52 Weeks
260 Lunches for 20 People
208 Dinners for 20 People

- 2) Cost points shall be computed from the result of the calculation stated above using a scale of 200 possible points and the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times 200 = \text{Cost evaluation points}$$

- 3) Offerors shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect neither actual nor anticipated usage.

b. Organizations for the Blind and Sheltered Workshop Preference - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

- 1) In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
 - The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.

- The services performed or the products provided by the organization for the blind or sheltered workshop 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 the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror'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.
- If the offeror is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the offeror must provide the following information with the proposal:
 - ✓ Participation Commitment - The offeror must complete Exhibit D, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.
 - ✓ Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit E, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror is not required to complete Exhibit E, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- 2) A list of Missouri sheltered workshops can be found at the following Internet address:
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
 - 3) The websites for the Missouri Lighthouse for the Blind and the Alhpointe Association for the Blind can be found at the following Internet addresses:
<http://www.lhbindustries.com>
<http://www.alphapointe.org>
 - 4) Commitment – If the offeror's proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the offeror on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.
- c. Missouri Service-Disabled Veteran Business Enterprise Preference - Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to offerors who qualify as Missouri service-disabled veteran business enterprises and who complete and submit Exhibit F, Missouri Service-Disabled Veteran Business Enterprise Preference with the proposal. If the proposal does not include the completed Exhibit F and the documentation specified on Exhibit F in accordance with the instructions provided therein, no preference points will be applied.

- 3.4.2 Determination of Responsiveness - Any proposal which does not comply with the mandatory requirements of the RFP will be determined to be non-responsive and will not be considered for an award.
- 3.4.3 Determination of Responsibility and Reliability - The state shall determine the responsibility and reliability of the lowest responsive offeror.
- a. The State of Missouri reserves the right to reject any proposal for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory experience/performance of similar services by the offeror or any subcontractor(s) proposed to provide the hotel/motel accommodations with meals services within the past three (3) years, and/or (2) inability of the offeror to document recent responsible and reliable past experience/performances similar to the services required.
 - b. If the lowest responsive offeror is determined to not be responsible and reliable, the state shall conduct a determination of responsibility and reliability for the next lowest responsive offeror.
- 3.4.4 *Determination of Award - Upon determination of the two (2) lowest, responsive, and responsible and reliable offerors as determined herein, the State of Missouri shall award the primary contract to the highest scoring offeror and shall award the secondary contract to the second highest scoring offeror.*

4. PRICING PAGE

4.1 Hotel/Motel Accommodations – The offeror shall provide a firm, fixed price for each of the following line items. The offeror shall include all costs associated with providing the required service including lodging and local taxes and the complimentary hot breakfast. Do not include State taxes in the prices quoted. (c/s code 91525)

LINE ITEM	DESCRIPTION	ORIGINAL CONTRACT PERIOD <i>Firm, Fixed Price</i>
001	Single Occupancy Guest Room	\$ _____ Per Room, Per Night
002	Double Occupancy Guest Room	\$ _____ Per Room, Per Night

4.2 Meals – The offeror shall provide a guaranteed not-to-exceed price for the following meals. The offeror shall include all costs associated with providing the required service including the cost associated with providing the voucher for lunch and dinner meals, gratuity, and local taxes. Do not include State taxes in the prices quoted. The cost of lunch shall not exceed \$9.00 per person, per meal with drink and gratuity. The cost of dinner shall not exceed \$16.00 per person, per meal with drink and gratuity.

LINE ITEM	DESCRIPTION	ORIGINAL CONTRACT PERIOD <i>Guaranteed Not-to-Exceed Price</i>
003	Lunch	\$ _____ Per Person, Per Meal
004	Dinner	\$ _____ Per Person, Per Meal

4.3 Renewal Option Pricing - The offeror must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the above pricing for the renewal option years. If a percentage is not proposed (e.g. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) proposed for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the **original** contract price, **not** against the previous year's price. A cumulative calculation shall not be utilized.

Potential Renewal Period	Maximum Increase		Minimum Decrease
First Renewal Period	Original Price + _____ %	or	Original Price - _____ %
Second Renewal Period	Original Price + _____ %	or	Original Price - _____ %

~ *Do not complete both a maximum increase and a minimum decrease for the same renewal period.* ~

EXHIBIT A

CURRENT/PRIOR EXPERIENCE VERIFICATION

The offeror should copy and complete this form documenting the offeror and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: _____	
Experience/Service Information Verification (Current/Prior Services Performed For:)	
Name of Company/Client:	
Address of Company/Client <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	
Company/Client Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone # <input checked="" type="checkbox"/> E-mail Address	
Dates of Services:	
If service/contract has terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed including: <input checked="" type="checkbox"/> Number of guest rooms provided <input checked="" type="checkbox"/> Number and types of meals provided	

EXHIBIT B

MISCELLANEOUS INFORMATION

Meals

The offeror should specify whether the lunch and dinner meals are proposed to be provided at the offeror's facility, by an in-house restaurant or through outside catering, local restaurant(s), or a combination of the offeror's facility and local restaurant(s).

- Offeror's facility using an in-house restaurant
- Offeror's facility using outside catering
- Local restaurant(s). Identify Restaurant(s) Proposed:

Outside United States

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

Are any of the offeror's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
If YES, do the proposed products/services satisfy the conditions described in 4a, b, c, or d of Executive Order 04-09? (see the following _____ web _____ link: http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp)	Yes _____	No _____
<p>If YES, mark the appropriate exemption below, and provide the requested details:</p> <p>a. _____ Unique good or service.</p> <ul style="list-style-type: none"> • EXPLAIN: _____ <p>b. _____ Foreign firm hired to market Missouri services/products to a foreign country.</p> <ul style="list-style-type: none"> • Identify foreign country: _____ <p>c. _____ Economic cost factor exists</p> <ul style="list-style-type: none"> • EXPLAIN: _____ <p>d. _____ Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.</p> <ul style="list-style-type: none"> • Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: _____ % • Specify what contract work would be performed outside the United States: _____ 		

EXHIBIT B (continued)

Employee/Conflict of Interest:

<p>Offerors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:</p>	
<p>Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:</p>	
<p>If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:</p>	
<p>Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:</p>	<p>_____ %</p>

EXHIBIT C

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The offeror must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A - CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing and Materials Management with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT C (continued)

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

As a business entity, the offeror must perform/provide each of the following. The offeror should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the offeror's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the offeror's name and company ID, then no additional pages of the MOU must be submitted;

AND

- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT C (continued)

AFFIDAVIT OF WORK AUTHORIZATION:

The offeror who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____, I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT C (continued)

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror’s name and the MOU signature page completed and signed by the offeror and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Proposal/Contract Number** for Which Previous E-Verify Documentation Submitted: _____ (if known)

Authorized Business Entity Representative’s Name (Please Print)

Authorized Business Entity Representative’s Signature

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT D

PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop Participation Commitment – If the offeror is committing to participation by or if the offeror is a qualified organization for the blind/sheltered workshop, the offeror must provide the required information in the table below for the organization proposed and must submit the completed exhibit with the offeror’s proposal.

Organization for the Blind/Sheltered Workshop Commitment Table By completing this table, the offeror commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract. (The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop 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.)	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The offeror should also include the paragraph number(s) from the RFP which requires the product/service the organization for the blind/sheltered workshop 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: <hr style="border-top: 1px dashed black;"/> RFP Paragraph References:
2.	Product/Service(s) proposed: <hr style="border-top: 1px dashed black;"/> RFP Paragraph References:

EXHIBIT E

DOCUMENTATION OF INTENT TO PARTICIPATE

If the offeror is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the RFP, the offeror 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 offeror's proposal.

~ Copy This Form For Each Organization Proposed ~

Offeror 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 offeror identified above.

Indicate appropriate business classification(s):

Organization for the Blind _____ Sheltered Workshop _____

Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____ Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

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

Authorized Signature:

*Authorized Signature of Participating Organization
(Organization for the Blind or Sheltered Workshop)*

Date (Dated no earlier than the RFP issuance date)

EXHIBIT F**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing and Materials Management (DPMM) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs).

STANDARDS:

The following standards shall be used by the DPMM in determining whether an individual, business, or organization qualifies as an SDVE:

- Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs;
- Having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If an offeror meets the standards of a qualified SDVE as stated above and unless previously submitted within the past five (5) years to the DPMM, the offeror **must** provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty),
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs, and
- a completed copy of this exhibit.

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

EXHIBIT F (continued)

MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed herein pursuant to 1 CSR 40-1.050.

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Enterprise Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business Enterprise

Phone Number

Website Address

Date

E-Mail Address

The SDVE offeror should check the appropriate statement below and, if applicable, provide the requested information.

- No, I have not previously submitted the SDV documents specified herein to the DPMM and therefore have enclosed the SDV's documents.
- Yes, I previously submitted the SDV documents specified herein within the past five (5) years to the DPMM.

Date SDV Documents were Submitted: _____

Previous Proposal/Contract Number for Which the SDV Documents were Submitted:

(if applicable and known)

(NOTE: If the SDVE and SDV are listed on the DPMM SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf> , then the SDV documents have been submitted to the DPMM within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY	
SDV's Documents - Verification Completed By:	
_____ Buyer	_____ Date

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **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.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **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 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. 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.
- b. 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 the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. 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.
- e. 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.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM 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 offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM 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.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors 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.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov> to obtain a copy of the amendment(s). Registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

4. PREPARATION OF PROPOSALS

- a. Offerors must examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. 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.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror 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 which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such an offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The offeror should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by DPMM or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by DPMM. If DPMM determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the offeror. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the offeror.
- f. When submitting a proposal electronically, the registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated 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.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. 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 or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.

- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM 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 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately. If it is determined the DPMM improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, 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.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or 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, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory 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;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

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).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

23. TITLES

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.

Revised 12-27-12