



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

RFP NO.: B3Z11122

TITLE: Food Service for the Poplar Bluff Community Supervision Ctr
ISSUE DATE: 3/11/11

REQ NO.: NR 931 YYY11708188

BUYER: Megan Howser
PHONE NO.: (573) 751-1686
E-MAIL: megan.howser@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: April 18, 2011 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)	or	(Courier Service)
RETURN PROPOSAL TO: DPMM		DPMM
PO BOX 809		301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: July 1, 2011 through June 30, 2012

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

**Poplar Bluff Community Supervision Center
c/o Missouri Department of Corrections
2729 Plaza Dr, PO Box 236
Jefferson City, MO 65102**

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 01/10/11). 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

CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> 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 food 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 - I
- 6) Terms and Conditions

1.2 Background Information:

1.2.1 The Department of Corrections is an agency of the State of Missouri dedicated to public safety through the successful management and supervision of offenders on probation, in prison, and on parole. The Department of Correction's responsibility is to administer the sentence set by the court - ranging from probation to capital punishment - in ways that promote the longest lasting public safety at the lowest cost to taxpayers. Offenders assigned to the Department of Corrections are successfully managed by ensuring they are supervised at the correct custody or supervision level. The Department of Corrections conducts on-going assessment, custody classification, placement on a continuum of supervision strategies and assignment to basic habilitation interventions for offenders in an effort to promote sober, civil, productive and law-abiding behavior to enhance public safety.

1.2.2 The Poplar Bluff Community Supervision Center is located in Butler County at 1441 Black River Industrial Park Drive, Poplar Bluff, Missouri 63901. The Poplar Bluff Community Supervision Center houses the Probation and Parole District Office and includes a dormitory (for up to 60 beds), a dining room, meeting rooms, and related program space. While a dining room is available, the Poplar Bluff Community Supervision Center does not have a kitchen equipped to prepare and serve meals. Therefore, through this Request for Proposal, the State of Missouri desires to obtain a contractor to provide the meals for the Poplar Bluff Community Supervision Center. The Department of Corrections has purchased or will purchase any of the following, if needed for food service purposes at the Poplar Bluff Community Supervision Center:

- a. Steam Table - A 3-well hot food base - Vollrath 37030 3-well Hot Food Base with Touch-Temp Panel, stainless steel construction.
- b. Individual Serving Trays with the following specifications:
 - 1) **Bottom server section for a two-piece insulated meal server.** High strength/high impact seamless construction. Air void insulations. Minimum 5 food compartments and one flatware compartment. Dimensions of approximately 14"L x 10"W x 2"H.
Brand: Plastocon CHT-13
Size: 10-3/4"W x 14-1/2"L x 2"H
 - 2) **Full cover for two-piece insulated meal server.** (for use with bottom server described above). Dimensions of approximately 14" L x 10" W x 1-1/2" H.
Brand: Plastocon CHT-13
Size: 10-3/4"W x 14-1/2"L x 1-1/2"H

- c. An insulated box or carrier for transporting meals to the Poplar Bluff Community Supervision Center.
- d. A refrigerator.

1.2.3 The Poplar Bluff Community Supervision Center provides short-term residential services for offenders who would otherwise have to be housed in prisons or local jails, including:

- a. Offenders convicted of class C and D felonies with no previous criminal convictions that are in need of short-term deterrence or substance abuse treatment.
- b. Offenders at risk for revocation by the courts for technical violations of probation.
- c. Offenders approved for release from prison by the Parole Board but do not have an appropriate home plan in the local community.
- d. Offenders at risk for revocation by the Parole Board for technical violations of parole.

1.2.4 Offenders assigned to the Poplar Bluff Community Supervision Center are responsible for finding and maintaining employment, obtaining medical care, and obtaining educational or vocational opportunities.

1.2.5 A previous contract has existed for the services being obtained via this RFP. 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://www.oa.mo.gov/purch>. Please reference the contract number AOC10380311 when searching for these documents.

1.2.6 Additional information about the Division of Probation and Parole and the Community Supervision Centers may be found on the internet at:

<http://www.doc.mo.gov/division/prob/comm.htm>

1.2.7 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 prepare breakfast, lunch, and dinner meals and medically necessary evening snacks every day, three hundred and sixty-five (365) days a year, for offenders assigned to the Poplar Bluff Community Supervision Center of the Department of Corrections (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein in a manner that preserves the quality and temperature of the meals.
- 2.1.2 Number of Meals - The state agency will notify the contractor a minimum of twenty-four (24) hours in advance as to the final count of each meal and snack required each day.
- a. At a minimum, the contractor shall prepare enough food for each meal to serve at least twenty (20) offenders. The state agency estimates that the contractor may need to provide up to sixty (60) offender meals per meal.
 - b. The number of medically necessary evening snacks (generally only for those offenders diagnosed with diabetes) is unknown. However, the state agency will advise the contractor of the number required daily at least twenty-four (24) hours in advance. The number will remain relatively consistent from day to day.
- 2.1.3 The contractor must provide a contract manager who shall be the state agency's contact person in regard to the contract and must provide the state agency with up to date contact information for such contract manager. The contract manager and any backup manager's must be able to read, write, speak and understand English.

2.2 Menu Requirements:

- 2.2.1 On a monthly basis at least fifteen (15) days prior to the beginning of the applicable month, the contractor shall submit a monthly master menu cycle to the state agency for review and approval.
- a. The contractor shall provide a variety of meals and shall not repeat meals within a ten (10) calendar day time frame.
 - b. If requested by the state agency, the contractor shall have menus reviewed and approved by a Registered Dietitian.
 - c. Exceptions/Modifications to Approved Menus - The contractor shall provide meals in accordance with the Approved Menu, unless an exception/modification is otherwise approved in writing by the state agency on a daily basis.
 - 1) The contractor shall agree and understand that exceptions may be approved by the state agency due to extenuating circumstances or situational events (e.g., non-delivery of food items, spoilage, or equipment breakdown). In addition, exceptions may be approved for seasonal substitutions. Except in emergency situations, the contractor must submit a written request for approval of the substitution to the state agency at least twenty-four (24) hours in advance.
 - 2) Any unauthorized exception, unless in a documented emergency situation, shall be subject to liquidated damages as specified elsewhere herein.
 - d. Special Dietary Need - The contractor shall accommodate special dietary needs to the extent possible. If special dietary needs are required for a particular offender and if the contractor has the capability to assist in meeting the special dietary need, the state agency and the contractor shall mutually agree upon the special meals.

- 2.2.2 The contractor shall plan all menus to meet nutritional standards as specified by the United States Department of Agriculture. At a minimum, the contractor shall provide a minimum of two thousand eight hundred (2,800) calories per offender, per day, including a minimum of at least the following on a daily basis:
- a. 3 servings of fruits (1/2 cup is considered one serving)
 - b. 3 servings of vegetables (1/2 cup is considered one serving)
 - c. 3 cups dairy/milk
 - d. 7 ounces of meat/beans
 - e. 10 ounces of grains
- 2.2.3 In addition to the minimums per day specified in the preceding paragraph, the contractor must include the following for each meal specified. If applicable, any of the following requirements may be used to assist the contractor in complying with the minimums specified in the preceding paragraph.
- a. For Breakfast, the contractor must provide at least 8 ounces of coffee and 8 ounces of milk for each offender in the meal count. In addition to the 8 ounces of milk, the contractor must provide an additional 4 ounces of milk per offender, if cereal is on the menu.
 - b. For Lunch, the contractor must provide lunch as a sack lunch with a minimum of 3 ounces of meat in a sandwich, 1 vegetable serving, and 1 fruit serving for each offender in the meal count.
 - c. For Dinner, the contractor must provide at least 8 ounces of tea and 8 ounces of milk for each offender in the meal count.
 - d. For the medically necessary snack, the contractor must provide at least 1 ounce of meat per serving (peanut butter, cheese, or other meat) and 1 fruit serving.
 - e. Alternatives/choices - If meat or eggs are on the menu for any meal (breakfast, lunch, and dinner), the contractor shall provide a meatless alternate which must consist of (1) 2-3 ounces of cheese or (2) 1/3 cup peanut butter. The contractor shall understand that the offenders shall be permitted to choose one or the other alternate, but not both. The contractor shall be notified of the number of alternates at the time the meal count is provided by the state agency.
- 2.2.4 Prior to the use of any recipe, the contractor must submit the recipe to the state agency for approval. The contractor shall only use recipes that have the pre-approval of the state agency and shall prepare all food items and meals in accordance with the recipes approved by the state agency. The contractor shall not use MSG in the preparation of any recipe.
- a. The contractor shall agree and understand that special consideration shall be given by the state agency if, on an exception basis, the contractor has a recipe considered a "trade secret" or proprietary to the contractor's operation. In such rare situations, the contractor shall be permitted to provide a list of ingredients to the state agency for approval.

2.3 Food Preparation and Storage Requirements:

- 2.3.1 The contractor shall only purchase and utilize food products that are fresh, wholesome, and processed under sanitary conditions. All raw food products must have undergone inspection (Federal, State, or Local) for wholesomeness. All food products must be federally graded where Federal grades are applicable. The contractor shall purchase and utilize foods which meet or exceed the highest of the minimum grade specifications identified by the contractor on Exhibit D or as listed below:
- a. Canned fruits - Grade B
 - b. Canned vegetables - Grade B

- c. Dairy products - Grade A: whole, skim or low-fat
- d. Eggs - U.S.D.A. Grade A (medium)
- e. Fresh produce and fruits - #1 quality
- f. Meats, poultry and fish:
 - 1) Beef - U.S.D.A. select
 - 2) Ground Beef Bulk or Patties- U.S.D.A. Select 80% lean
 - 3) Poultry - U.S.D.A. Grade 1
 - 4) Fish – US Grade A, Packed in USDC Federally inspected seafood plant

2.3.2 The contractor must store all food at the preparation site at safe temperatures and must handle all food in a safe and acceptable manner as established by food service practice. The contractor shall chill, maintain, and store cold food at a temperature between 34°F and 40°F. The contractor shall ensure that those food items which require cooking must be cooked to a temperature of 165 degrees Fahrenheit and must maintain hot foods at or above 135 degrees Fahrenheit.

2.3.3 The contractor shall conduct food operations in a sanitary manner to prevent attraction of insects, vermin, and rodents.

2.3.4 In the preparation and handling of food, the contractor and the contractor's personnel shall abide by all pure food and drug laws and ordinances, rules, and regulations regarding sanitation and shall adhere to all health standards and provisions for personnel's health, including accident and acute illness, according to applicable federal, state, and local laws.

a. The contractor shall ensure that all areas, equipment, personnel, and procedures used in fulfilling the requirements stated herein are in compliance with the Department of Health 1999 Food Code (19 CSR 20-1-1.010).

b. The contractor shall submit a copy of each Health Department Inspection Report to the state agency by no later than twenty (20) calendar days after the contractor's receipt of the report. For any deficiencies or problems identified on the report, the contractor shall provide documentation to the state agency of actions taken to rectify the deficiencies.

2.3.5 The contractor shall furnish all material, labor/personnel, facilities, equipment, utensils and supplies necessary to prepare the meals and snacks as required herein.

2.4 Pick-up/Delivery Requirements:

2.4.1 Timing of Meals - The contractor must have each meal ready to leave the contractor's preparation location at the time specified by the state agency. At the same time the state agency provides the contractor with the final meal counts for the day, the state agency shall also notify the contractor of the specific time the meal must be ready. For purposes of this document, the term "ready" shall mean "the time the meal will leave the contractor's preparation location".

a. Although times may vary from day to day, it is estimated that meals will be required to be ready each day as stated below:

1) Breakfast and lunch - Ready by 5:30 a.m. Estimated breakfast time of 6:00 a.m.

2) Dinner and medically necessary evening snack - Ready by 5:30 p.m. Estimated dinner time of 6:00 p.m.

b. The contractor shall have the required number of sack lunches ready with breakfast and must have the required number of the medically necessary snacks ready with dinner.

2.4.2 The contractor shall perform in accordance with one of the following methods for preparation and transportation of meals to the state agency, as specified in the contractor's awarded proposal:

a. Individual Tray Method with State Agency Pick-up - If the contractor's awarded proposal specified the individual tray method with state agency pick-up, the contractor shall comply with the following:

- 1) The contractor's preparation location must be located within 20 miles of the state agency (1441 Black River Industrial Park Drive, Poplar Bluff, Missouri).
- 2) After the breakfast and dinner meals are prepared, the contractor shall fill the required number of individual trays with the breakfast and dinner meals. The state agency will provide the contractor with sufficient numbers of individual trays meeting the specifications described in the Background Information. The contractor must fill the trays in advance of the ready time specified by the state agency, and must also ensure that food on the trays will remain at the required temperatures.
- 3) At the time the individual breakfast and dinner trays are filled, the contractor shall complete a temperature log with the date, the time the tray is filled, and the temperature of each meal item included on the tray. The state agency will provide the contractor with the temperature log to use.
- 4) At the time specified for the meals to be ready, the state agency will return the individual trays and any other reusable supplies/utensils from the previous meals provided by the contractor and will pick up either (1) the breakfast trays and sack lunches or (2) the dinner trays and medically necessary snacks, (as appropriate for the time of day) using a transport vehicle and warming boxes.
 - ✓ The contractor must take the temperature of one of the trays specified by the state agency at the time the trays are being loaded into the state agency transport vehicle. The contractor must note the time and temperature on the temperature log next to the original notation.
 - ✓ The contractor must provide at least one person to assist in loading and unloading the transport vehicle.

b. Bulk Method with State Agency Pick-up - If the contractor's awarded proposal specified the bulk method with state agency pick-up, the contractor shall comply with the following:

- 1) The contractor's preparation location must be located within 20 miles of the state agency (1441 Black River Industrial Park Drive, Poplar Bluff, Missouri).
- 2) After the breakfast and dinner meals are prepared, if not already in bulk serving containers, the contractor must transfer the hot food to bulk serving pans which must be able to be used in the state agency's steam table to serve the food. A description of the state agency's steam table is included in the Background Information. The contractor must provide the bulk serving pans for the hot food and all other bulk serving containers for any cold food included in the breakfast and dinner meal.
- 3) At the time the bulk food is removed from temperature control in preparation for transport, the contractor shall record the temperature of the item in the pan by completing a temperature log with the date, the time, and the temperature of each food item. The state agency will provide the contractor with the temperature log to use.
- 4) The contractor must provide portion sizes to the state agency and instructions to the state agency to assist the state agency in maintaining portion control for the bulk food.

- 5) At the time specified for the meals to be ready, the state agency will return any reusable pans/serving containers and utensils from the previous meal pick up to the contractor and will pick up either (1) the bulk breakfast meal and sack lunches or (2) the bulk dinner meal and medically necessary snacks (as appropriate for the time of day) using a transport vehicle and warming boxes.
 - ✓ The contractor must take an additional temperature reading of each of the pans at the time the pans are being loaded into the state agency transport vehicle. The contractor must note the time and temperature on the temperature log next to the original notation.
 - ✓ The contractor must provide at least one person to assist in loading and unloading the transport vehicle.
 - 6) The contractor must provide the state agency with sufficient quantities of disposable plates/bowls (tableware) for the number of meals being included in each count, and must include enough extras to allow for spills, breakage, and other errors.
- c. Bulk Method with Contractor Delivery - If the contractor's awarded proposal specified the bulk method with contractor delivery, the contractor shall comply with the following:
- 1) The contractor's preparation location must be located close enough to the state agency to ensure proper food quality during transport to the state agency.
 - 2) After the breakfast and dinner meal is prepared, if not already in bulk serving containers, the contractor must transfer the hot food to bulk serving pans which must be able to be used in the state agency's steam table to serve the food. A description of the state agency's steam table is included in the Background Information. The contractor must provide the bulk serving pans for the hot food and all other bulk serving containers for any cold food included in the breakfast and dinner meal.
 - 3) At the time the bulk food is removed from temperature control in preparation for transport, the contractor shall record the temperature of the item in the pan by completing a temperature log with the date, the time, and the temperature of each food item. The state agency will provide the contractor with the temperature log to use.
 - 4) The contractor must provide portion sizes to the state agency and instructions to the state agency to assist the state agency in maintaining portion control for the bulk food.
 - 5) Depending on the time of day, the contractor must load either (1) the bulk breakfast meal and sack lunches or (2) the bulk dinner meal and medically necessary snacks into the contractor's transport vehicle and must transport and deliver the meals to the state agency by the time specified by the state agency for the meal. The contractor must appropriately maintain the temperature of all hot and cold food items throughout delivery to the state agency.
 - ✓ The contractor must take an additional temperature reading of each of the pans at the time the contractor arrives at the state agency and must note the time and temperature on the temperature log next to the original notation.
 - ✓ The contractor must assist the state agency in unloading the transport vehicles from the delivery area, but shall not enter the state agency facility.
 - ✓ After unloading the food, the contractor must pick up any reusable pans/serving containers and utensils from the previous meal delivery and return such items to the contractor's preparation location for cleaning and sanitizing.

- 6) The contractor must provide the state agency with sufficient quantities of disposable plates/bowls (tableware) for the number of meals being included in each count, and must include enough extras to allow for spills, breakage, and other errors.

2.4.3 Regardless of the method for preparation and transportation of meals to the state agency, the contractor shall provide the following:

- a. The contractor must provide a variety of salad dressings in either individual packets and/or bulk/shared serving containers if salads are included as part of a meal.
- b. The contractor must provide appropriate condiments (such as salt/pepper, sugar/sugar substitute, sauces (ketchup, mustard, mayonnaise, etc), provided as either individual packets or bulk/shared serving containers for use with each meal.
- c. The contractor must provide and use appropriate and serviceable disposable wrappings for keeping foods fresh (such as baggies for sandwiches) and must use disposable paper or plastic products for individually packaging the sack lunches and any medically necessary snacks.
- d. The contractor may provide required beverages in bulk serving containers such as large coolers, thermoses, etc., but must have prior approval from the state agency in order to do so. The contractor shall provide the disposable paper/plastic/Styrofoam drink glasses/cups appropriate for the beverage.
- e. The contractor shall provide disposable flat-ware eating utensils and napkins for use with each meal.
- f. The contractor shall provide serving utensils appropriate for each meal.

2.4.4 Equipment, supplies, utensils:

- a. Ownership to any reusable equipment, supplies, utensils, etc, provided by the contractor in the performance of the contract shall be held by and vested in the contractor.
- b. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment, supplies, utensils, etc. provided by and owned by the contractor. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.
- c. State agency equipment, supplies, etc. placed in the custody of or used by the contractor shall remain the property of the state agency. The contractor must ensure these items are safeguarded and maintained appropriately, and return such items to the state agency if required and within the time frame specified by the state agency. Exceptions shall be allowed for normal wear and tear.

2.4.5 The contractor shall understand that the state agency does not have appropriate kitchen or disposal facilities to clean and sanitize the reusable items used at the state agency for the meals. The state agency agrees to rinse all such reusable items (food serving trays/pans or utensils) but makes no representation that such items will be clean and guarantees that such items will not be sanitized when they are returned to the contractor. The contractor shall wash and sanitize any and all reusable items prior to reuse for the state agency.

2.5 Contract Compliance Requirements:

2.5.1 The state agency shall monitor the contract in consultation with the state agency's Dietetic Services Coordinator.

- a. Upon request by the state agency, the contractor shall meet with the state agency personnel at the state agency to discuss any concerns with the services provided by the contractor.

- b. The state agency shall document poor performance and concerns with the contractor's service and submit a copy of such to the contractor for review and corrective action.

2.6 Liquidated Damages Requirements:

2.6.1 The contractor shall agree and understand that the provision of the food services in accordance with the requirements stated herein is considered critical to the efficient operations of the state agency. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements stated herein, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

- a. In the event that the contractor fails to have a breakfast or dinner meal ready for pick-up within fifteen (15) minutes of the timeframe specified by the state agency, the contractor shall be assessed liquidated damages in the amount of twenty percent (20%) of the total amount due to the contractor for the late meal. If the contractor is delivering the meal and the contractor is more than fifteen (15) minutes late in the delivery for the breakfast or dinner meal, the contractor shall be assessed liquidated damages in the amount of twenty percent (20%) of the total amount due to the contractor for the late meal.
- b. In the event that a meal fails to comply with the approved menu without prior written approval of the state agency and the contractor cannot document an emergency, the contractor shall be assessed liquidated damages in the amount of fifty percent (50%) of the total amount due to the contractor for such meal.
- c. The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.
- d. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- e. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

2.7 Invoicing and Payment Requirements:

2.7.1 Prior to any payments becoming due under the contract, the contractor must return a completed state 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>

2.7.2 Invoicing – After the contractor begins providing services as required herein, the contractor shall submit itemized invoices as specified herein to the state agency address listed on page one (1).

- a. The contractor must submit invoices at least monthly, but may submit on a weekly basis. For each day included on the invoice, the contractor must itemize the final count for each meal and snack, and the firm, fixed price specified on the Pricing Page for each meal and snack in addition to a total cost for each day. The invoice must specify the total amount due for the invoicing period.

2.7.3 Payments – After review and approval by the state agency of each invoice and confirmation of the services provided, the contractor shall be paid the firm, fixed price specified on the Pricing Page for twenty (20) meals plus the firm, fixed price for each additional meal provided, and each medically necessary snack provided, minus any liquidated damages incurred.

2.7.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor or the contractor's personnel for any reason whatsoever including, but not limited to Taxes, delivery charges, extra charges for dietary needs, gratuities, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. The contractor shall understand and agree that there shall be no tipping of the contractor's personnel.

2.8 Other Contractual Requirements:

2.8.1 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.

2.8.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). 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 three (3) 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.

- 2.8.3 **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 price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices 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 renewal period price 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.
- 2.8.4 **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.
- 2.8.5 **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.
- 2.8.6 **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 have 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. The 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. In the event any insurance coverage is canceled, the state agency must be notified immediately.

- 2.8.7 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. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
 - d. 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
 - 2) shall not henceforth be in such violation and
 - 3) 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.
- 2.8.8 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, 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.
- 2.8.9 Authorized Personnel:
- a. The contractor shall only utilize 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.

2.8.10 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold 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.

2.8.11 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.

2.8.12 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.

- 2.8.13 Commercial Drivers License - The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after award of the contract.
- 2.8.14 For Hire License (Class E) - The contractor and the contractor's drivers who, in the provision of services under the contract: (1) receive pay for driving a motor vehicle transporting 14 or fewer passengers or (2) transport property for pay or as part of their job must have a For Hire License (Class E). The vehicle driven must have a 26,000 pound or less Gross Vehicle Weight Rating (GVWR) or registered weight and not be required to be placarded for hazardous materials.
- 2.8.15 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) 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 MBE/WBEs 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 participation levels committed to in the contractor's awarded proposal. The Division of Purchasing and Materials Management in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE 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 certified MBE/WBEs or other organizations for the blind/sheltered workshops 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. Within thirty days of the end of the original contract 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/purch/vendor.html> or another affidavit providing the same information.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

- 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 four (4) additional copies 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”.
- 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, but not required, 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 using printer or other loose leaf paper 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 Bid & 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 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror’s sole responsibility to submit information related to the evaluation categories 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 cause an adverse impact on the evaluation of the proposal.
- a. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.
 - b. The proposal should be page numbered.
 - c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.
- 3.1.4 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 (10) 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 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:

- 3.2.1 Negotiations may be conducted in person, in writing, or by telephone.
- 3.2.2 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.
- 3.2.3 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.
- 3.2.4 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.

3.3 Evaluation and Award Process:

3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. Cost.....90 points
- b. Experience, Reliability, and Expertise of Personnel.....40 points
- c. Method of Performance60 points
- d. MBE/WBE Participation10 points

3.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

- a. The state of Missouri may conduct an on-site tour/inspection of the offeror’s proposed food preparation facility.

3.4 Evaluation of Cost:

3.4.1 Pricing – The offeror must provide pricing as required on the Pricing Page.

3.4.2 Objective Evaluation of Cost – The cost evaluation shall be based on the sum of the prices stated on the Pricing Page using the following quantities for the original and each potential renewal period. In addition, if the offeror proposed one of the methods requiring state agency pick-up, the state agency costs for picking up the meals 2 times a day at a cost of \$.370 per mile and \$11.00 an hour shall be factored into the cost evaluation calculation by utilizing a MapQuest report identifying the mileage and estimated travel time.

- a. Breakfast – 30
- b. Lunch – 30
- c. Dinner – 30
- d. Snack – 1

3.4.3 Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \frac{\text{Maximum Cost Evaluation points (90)}}{\text{Evaluation points (90)}} = \text{Assigned Cost Points}$$

- a. The offeror 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.

3.5 Evaluation of Offeror's Experience, Reliability, and Expertise of Personnel:

3.5.1 Experience and reliability of the offeror and expertise of the offeror’s personnel will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror’s organization, information documenting the offeror’s experience in past performances related to the requirements of the RFP, whether from the offeror’s organization or from a proposed subcontractor and detailed information documenting the qualifications of the personnel proposed by the offeror to perform the requirements of the RFP.

- a. Offeror Information - The offeror should provide information about the offeror’s organization on Exhibit A.
- b. Experience - The offeror should provide information related to previous and current services/contracts of the offeror or offeror’s proposed subcontractor where performance was similar to the required services of the RFP. The information should be provided on Exhibit B.
- c. Personnel Expertise - The offeror should utilize Exhibit C for summarizing the personnel information for proposed key personnel. The offeror may also submit resumes with additional information.
 - 1) The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts and performing services of a similar size and scope to the requirements of the RFP.

- 2) Information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the State of Missouri.
- 3) If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications, and detailed job descriptions of the positions to be filled, including the type of person proposed to be hired.

3.6 Evaluation of Method of Performance:

- 3.6.1 Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Therefore, the offeror should present information which demonstrates the method or manner in which the offeror proposes to satisfy these requirements and which confirms the offeror's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 3.6.2 Description of Proposed Services - Exhibit D is provided for the offeror's use in providing information about the proposed method of performance. Unless a particular requirement isn't conducive to elaboration, each paragraph within the Contractual Requirements may be addressed by writing a description of how, when, by whom, with what, to what degree, why, and where the requirement will be satisfied and otherwise detailing the offeror's understanding of the requirements and ability and methodology to successfully perform. When responding to the appropriate provisions in the Contractual Requirements, the offeror should identify the paragraph or subparagraph number and then provide the additional elaboration describing the offeror's plans for performing or meeting the requirement.

3.7 Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:

- 3.7.1 In order for the Division of Purchasing and Materials Management (DPMM) to meet the provisions of Executive Order 05-30, the offeror should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.
 - a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
 - b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the 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.
 - c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

3.7.2 The offeror’s proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

- a. If Participation Meets Target: Offerors proposing MBE and WBE participation percentages that meet the State of Missouri’s target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
- b. If Participation Exceeds Target: Offerors proposing MBE and WBE participation percentages that exceed the State of Missouri’s target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri’s target participation percentages stated above.
- c. If Participation Below Target: Offerors proposing MBE and WBE participation percentages that are lower than the State of Missouri’s target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
- d. If No Participation: Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

3.7.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$$\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}} \times \begin{matrix} \text{Maximum} \\ \text{MBE/WBE} \\ \text{Participation} \\ \text{Evaluation points} \\ (10) \end{matrix} = \begin{matrix} \text{Assigned} \\ \text{MBE/WBE} \\ \text{Participation} \\ \text{points} \end{matrix}$$

3.7.4 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.

- a. Participation Commitment - If the offeror is proposing MBE/WBE participation, the offeror must complete Exhibit E, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment Form.
- b. Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit F, Documentation of Intent to Participate Form, signed by each MBE and WBE proposed or must provide a recently dated letter of intent signed by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein. (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO.)
- c. NOTE: If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror is not required to complete Exhibit F, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

3.7.5 Commitment – If the offeror’s proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on Exhibit E, Participation Commitment, shall be interpreted as a contractual requirement.

3.7.6 Definition -- Qualified MBE/WBE:

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) at the time of submission of the proposal.
- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

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

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

3.8 Miscellaneous Submittal Information:

3.8.1 Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to section 34.165, RSMo, 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.

- a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
 - 1) 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.
 - 2) The services performed or the products provided by an 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.

3) 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 E, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, 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 F, Documentation of Intent to Participate Form, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed 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 F, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

b. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>

c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following internet addresses:

<http://www.lhbindustries.com> and <http://www.alphapointe.org>

d. Commitment – If the offeror’s proposal is awarded, the participation committed to by the offeror on Exhibit E, Participation Commitment, shall be interpreted as a contractual requirement.

3.8.2 Missouri Service-Disabled Veteran Business Preference - Pursuant to section 34.074, RSMo, a three (3) bonus point preference shall be granted to offerors who qualify as Missouri service-disabled veteran businesses and who complete and submit Exhibit G, Missouri Service-Disabled Veteran Business Preference with the proposal. If the proposal does not include the completed Exhibit G and the documentation specified on Exhibit G in accordance with the instructions provided therein, no preference points will be applied.

3.8.3 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 H, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit H must be submitted prior to an award of a contract.

- 3.8.4 The offeror should complete and submit Exhibit I, Miscellaneous Information.
- 3.8.5 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)

4. PRICING PAGE

4.1 Food Service Pricing – The offeror shall provide a firm, fixed price for the original contract period and a maximum price for each potential renewal period for providing the services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services shall be included in the stated prices.

Poplar Bluff Community Supervision Center					
Line Item	Meal/Snack (c/s 94701)	Original Contract Period <i>Firm, Fixed Price</i>	1st Renewal Period <i>Maximum Price</i>	2nd Renewal Period <i>Maximum Price</i>	3rd Renewal Period <i>Maximum Price</i>
Breakfast					
001	20 offenders	\$ _____ <i>Total for 20 meals</i>	\$ _____ <i>Total for 20 meals</i>	\$ _____ <i>Total for 20 meals</i>	\$ _____ <i>Total for 20 meals</i>
002	For each additional offender over 20	\$ _____ <i>Per offender meal</i>	\$ _____ <i>Per offender meal</i>	\$ _____ <i>Per offender meal</i>	\$ _____ <i>Per offender meal</i>
Lunch					
003	20 offenders	\$ _____ <i>Total for 20 meals</i>	\$ _____ <i>Total for 20 meals</i>	\$ _____ <i>Total for 20 meals</i>	\$ _____ <i>Total for 20 meals</i>
004	For each additional offender over 20	\$ _____ <i>Per offender meal</i>	\$ _____ <i>Per offender meal</i>	\$ _____ <i>Per offender meal</i>	\$ _____ <i>Per offender meal</i>
Dinner					
005	20 offenders	\$ _____ <i>Total for 20 meals</i>	\$ _____ <i>Total for 20 meals</i>	\$ _____ <i>Total for 20 meals</i>	\$ _____ <i>Total for 20 meals</i>
006	For each additional offender over 20	\$ _____ <i>Per offender meal</i>	\$ _____ <i>Per offender meal</i>	\$ _____ <i>Per offender meal</i>	\$ _____ <i>Per offender meal</i>
Medically Necessary Evening Snack					
007	For each offender	\$ _____ <i>Per Offender Snack</i>	\$ _____ <i>Per Offender Snack</i>	\$ _____ <i>Per Offender Snack</i>	\$ _____ <i>Per Offender Snack</i>

4.2 Meal Preparation and Transportation:

4.2.1 The offeror should specify the location of the kitchen where the meals will be prepared. Include complete mailing address, including zip code.

Name: _____
 Address: _____
 City/State/Zip: _____

4.2.2 The offeror should place an **X** in the appropriate space below to indicate the method of preparation and transportation of the meals proposed by the offeror:

- _____ Individual Tray Method with State Agency Pick-up
- _____ Bulk Method with State Agency Pick-up
- _____ Bulk Method with Contractor Delivery

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

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: _____	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	
Reference 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	

As the contact person for the company/client provided above, my signature below verifies that the information presented on this form is accurate. I understand that the information provided on this form is for verification purposes and does not address the quality of the services provided. I am available for contact by the State of Missouri for additional discussions regarding my/my company’s association with the offeror referenced above:

Signature of Contact Person Verifying Information

Date of Signature

EXHIBIT C

EXPERTISE OF KEY PERSONNEL

(Copy and complete this table for each key person proposed)

Title of Position: _____	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed. Include dates and documentation of completion:	
# of years experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and Dates	
Identify specific information about experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
✓ Supervising food service personnel	
✓ Preparing meals	
✓ Transporting or preparing meals for transport	

Staffing Methodology

Describe the person's planned duties/role proposed herein	
Specify the approximate number of hours per month this person is proposed for services	

EXHIBIT D

METHOD OF PERFORMANCE

The offeror should present a written plan for performing the requirements specified in this Request for Proposal. In presenting such information, the offeror should specifically address each of the following issues:

1. The offeror should indicate the best time of day for the state agency to contact the offeror to provide the meal count for the next day.
2. The offeror should submit a sample monthly menu, including beverages, which documents compliance with the menu and portion sizes required in the RFP.
3. The offeror should identify portion sizes for items on the monthly menu.
4. The offeror should indicate any special accommodations that the offeror could provide at the same per meal price for special dietary needs (such as low fat, low cholesterol, low sodium, diabetic, vegetarian, etc). If available, the offeror should indicate examples of the type and/or degree of special meals that could be provided at the same per meal price.
5. The offeror should provide a complete list of grades and qualities of foods to be utilized.

<u>Food Item</u>	<u>Minimum Grade/Quality Required</u>	<u>Grade/Quality Proposed by Offeror</u>
Canned fruits	Grade B	
Canned vegetables	Grade B	
Dairy products	Grade A	
Eggs	U.S.D.A. Grade A (medium)	
Fresh produce & fruits	#1 quality	
Frozen Foods		
Beef	U.S.D.A. select	
Ground Beef	U.S.D.A. Select 80% lean,	
Poultry	U.S.D.A. Grade 1	
Fish	US Grade A	

6. The offeror should attach samples of some of the proposed recipes.
7. In the preparation of the meals, the offeror should identify the techniques proposed to keep hot food hot and cold food cold.

8. Based on the method of meal preparation and transportation proposed by the offeror, the offeror should describe the process that will be followed and the number of personnel that shall be used for performing the requirements.
 - ✓ Provide details of how each step will be accomplished such as assembly line, timing, and a description of beverage serving containers, etc.
 - ✓ If a bulk method is proposed, the offeror should include the specifications (and attach a picture/description) for the hot food serving pans and all other serving containers. Describe plans for assisting the state agency with portion control.
 - ✓ Indicate the plans for recording of temperatures of meals.
 - ✓ If proposing delivery, provide details regarding how delivery will be handled, equipment that shall be used, etc.

9. Organizational Chart - The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel. The organizational chart should outline the personnel proposed for this project and the relationship of the personnel to each other and to the management structure of the offeror's organization.

10. Along with a detailed organizational chart, the offeror should describe the following:
 - ✓ How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory performance.
 - ✓ Total Personnel Resources - The offeror should identify the staffing plan for provision of the services.

11. Provide a staffing schedule for the services proposed herein. Identify the personnel and hours each person will work for each day of the week.

12. Economic Impact to Missouri - the offeror should describe the economic advantages that will be realized as a result of the offeror performing the required services. The offeror should respond to the following:
 - ✓ Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - ✓ Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - ✓ Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

EXHIBIT E
PARTICIPATION COMMITMENT

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

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

MBE Participation Commitment Table		
(The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed MBE
1.	%	
2.	%	
3.	%	
4.	%	
Total MBE Percentage:	%	

WBE Participation Commitment Table		
(The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Women Business Enterprise (WBE) proposed	Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed WBE
1.	%	
2.	%	
3.	%	
4.	%	
Total WBE Percentage:	%	

Organization for the Blind/Sheltered Workshop Commitment Table		
(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	Committed Participation (\$ amount or % of total value of contract)	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop
1.		
2.		

EXHIBIT F

DOCUMENTATION OF INTENT TO PARTICIPATE

If the offeror is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent 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):

_____ MBE _____ WBE _____ Organization for the Blind _____ Sheltered Workshop

Name of Organization _____

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

Date

EXHIBIT G
MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

Pursuant to section 34.074, RSMo, the Division of Purchasing and Materials Management has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in section 34.074, RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. the management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference of a three-point bonus over a non-Missouri service-disabled veteran business:

- a. a copy of an award letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in; and
- b. a completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit. The above-referenced letter from the VA and a copy of the offeror's discharge paper shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

EXHIBIT H
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The bidder/offeror/contractor 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 utilizes 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 _____ (IFB/RFP/SFS/Contract 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 _____(insert agency name) 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 H, 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 bidder/offeree/contractor must perform/provide the following. The bidder/offeree/contractor should check each to verify completion/submission:

- 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 OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/offeree's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/offeree/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/offeree's/contractor'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 H, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The bidder/offeror/contractor 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 H, 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 bidder’s/offeror’s/contractor’s name and the MOU signature page completed and signed by the bidder/offeror/contractor 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 **Bid/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

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT I

MISCELLANEOUS INFORMATION

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 products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
Describe and provide details:		

Employee Bidding/Conflict of Interest

Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror and/or any of the owners of the offeror’s organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:	
	In what office/agency are they employed?
	Employment Title:
Percentage of ownership interest in offeror’s organization:	_____ %

**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 utilize 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 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. Premium registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium 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). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium 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). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium 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 a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference 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. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- 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 Premium 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 Premium 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 Premium 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 notice 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, e-mail, or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the Premium 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.
- f. 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. Premium registered 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. 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, made 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.
- d. In the evaluation of proposals, a service-disabled veteran business preference shall be applied in accordance with section 34.074, RSMo.

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 sections 34.010 and 34.070, RSMo, and Executive Order 04-09.

- 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 Premium registered offerors 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) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- 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. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri 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.

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