

**Missouri 911 Service Board  
Request for Proposal (RFP)  
Emergency Medical Dispatch Guideline/Instruction Vendors**



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## **1. INTRODUCTION & GENERAL INFORMATION**

This section of the RFP includes a brief introduction and background information about the intended acquisition for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.

### **1.1. Purpose**

The Missouri 911 Service Board (Board) desires to establish one or more contracts with vendors to provide Emergency Medical Dispatch Guidelines or Instructions (EMD Guidelines) for the duration of the contract period specified in Paragraph 1.11 below.

### **1.2. Introduction**

The Board seeks contracts for the provision of EMD Guidelines in support of its charge to perform duties necessary to promote the successful development and implementation of 911 systems across the state.

The purpose of this RFP is to provide interested parties with information to enable them to prepare and submit a proposal for EMD Guidelines and services to aid the Board in fulfilling its duties. The Board intends to use the results of this solicitation to award contracts with one or more vendors for the purchase of EMD Guidelines on an as needed, if needed basis. The Board reserves the right to issue subsequent requests for proposals for additional EMD Guidelines as desired or needed.

The resulting contract(s) awarded under this RFP for EMD Guidelines may be used by any Missouri Public Safety Answering Points (PSAPs), public safety agency or other qualifying requesting entity (Eligible Entities). The vendor shall provide EMD Guidelines as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to Eligible Entities. The vendor shall further understand and agree that participation by Eligible Entities is discretionary and that the Board bears no financial responsibility for any payments due the vendor by such Eligible Entities.

### **1.3. Background and Current Operations**

The Board was established in statute by the Missouri General Assembly to assist and advise the state in ensuring the availability, implementation and enhancement of a statewide emergency telephone number. The Board represents all Missouri 911 entities and jurisdictions, and strives toward the immediate access to emergency services for all citizens in the state of Missouri.

Through statute the Board is specifically tasked to develop and implement an emergency services internet protocol network that can be shared statewide by all public safety agencies, implement 911 services in counties of the state where services do not exist, improve existing 911 systems throughout the state, promote the consolidation of the 911 services where appropriate, map and address county locations, ensure primary access and texting abilities to 911 services, implement initial emergency dispatch services, and develop a plan for the implementation and operation of a stateside next-generation 911 system, the Board is seeking a vendor to provide EMD Guidelines for PSAPs. This software or documentation is essential to promoting the successful development and improvement of 911 systems statewide.

#### **1.3.1. Governance**

Per RSMo 650.325, The Board was established to assist and advise the state in ensuring the availability, implementation and enhancement of a statewide emergency telephone number. The Board represents all Missouri 911 entities and jurisdictions, and strives toward the immediate access to emergency services for all citizens in the state of Missouri.

#### **1.3.2. Current 911 Environment**

Missouri is a home rule state which currently has a fragmented 911 system with great variance in equipment and service levels. For example, while some areas of the state have an ESInet in use, there are 16 counties that lack the necessary 911 answering equipment to deliver more than basic 911 services. Much of the state's 911 system relies on 911 technology that is rapidly becoming obsolete and lacks adequate funding to improve service levels. There is a consensus in the industry that significant changes are needed to handle increased 911 call volume and to have the ability to interface 911 callers using new technologies that allow them to communicate by sending texts, pictures, and videos.

PSAPs require infrastructure to appropriately take and respond to 911 calls. Key components of 911 infrastructure include 911 trunks, equipment, and workstations. The cost of this infrastructure is significant. There are wide variances among infrastructure available for use by Missouri's telecommunicators and differences in telephone service providers used to provide telephone connections. Due to these variances, there exist operational differences as well as a lack of interoperability among Missouri PSAPs and responders and significant barriers to improving service levels so that PSAPs can effectively communicate with one another.

Missouri has dedicated and hardworking 911 professionals that provide amazing and dedicated service to Missouri citizens and responders every day. The Board seeks a vendor to provide EMD Guidelines to aid the Board in promoting the successful development and implementation of 911 systems and operations across the state.

### **1.3.3. Guidelines or Instruction Deliverables**

- a. Comprehensive implementation, consultation and project management services for Emergency Medical Dispatch, including on-site support.
- b. An EMD Guidelines system (System) readily able to be integrated with a wide variety of CAD systems with limited customization by individual agencies and organizations.
- c. 24/7/365 technical support for proposed server and workstation software.
- d. A Service Phase Agreement that meets the following minimum criteria:
  - i. All calls and e-mails to support will be recorded and available to users.
  - ii. Critical Events (unable to use guideline/instruction software with major disruption of user service) - Vendor will accept and commence work on tall calls reporting the occurrence of critical events within 4 hours and resolve critical events within 7 hours.
  - iii. Major Events (localized disruption of service, but not system wide) – Vendor will accept and commence work on all calls reporting the occurrence of major events within 4 hours and resolve major events within 5 business days.
  - iv. Administrative/Minor Inquiries - Vendor will accept and commence work on all calls regarding administrative/minor inquiries within 5 business days and resolve/answer these inquiries within 20 business days or as agreed with the user.
- e. A single point-of-contact and responsibility for non-technical support issues or problems with the System.
- f. A written description of the medical, fire and law enforcement approval, ongoing review, and revision process for the system's EMD, Fire or Law Enforcement guidelines/instructions.
- g. System shall meet or exceed all applicable national criteria or guidelines set by ASTM, NHTSA, NFPA, AHA, USDOT, and NAEMSP.
- h. A quality assurance call review process.
- i. Utilizes a single, unified System for consistency, with limited customization by individual agencies or organizations; bids may allow for the modification of Pre-Arrival instructions with the approval of the user's designated representative.
- j. System allows first responder agencies to separately determine which resources should respond to calls in their jurisdiction based on patient/call types or codes.
- k. System utilizes scripted case entry questions for gathering vital information including address, phone number, chief complaint, age, sex, conscious or unconscious, breathing or not breathing and number of victims.
- l. System has scripted key questions for each separate chief complaint or call type that are specific to the patient's/caller's chief complaint.

- m. System has patient/caller types or condition codes for categorizing patients according to acuity, mechanism of injury and scene circumstance.
- n. System has patient types or condition codes able to determine what resources to send for each coding scheme.
- o. System must have scripted Pre-Arrival instructions.
- p. System includes a guideline/instruction software platform capable of running under Microsoft Windows 10 as the primary EMD, Fire Dispatch or Law Enforcement Dispatch tool.
- q. Written description of how system back-up is provided should call-taking software become temporarily unavailable.
- r. If the System uses manual card sets for backup, then guide cards or card sets (flip-file guideline/instruction system) with Pre-Arrival instructions are included.
- s. System includes automated Quality Assurance Case Review Software for specific use by EMD, Fire and Law Enforcement.
- t. System provides reports that reflect any period of time or data field requests, such as current week, month, or year-to-date statistics.
- u. Bid shall include a written description of additional available options or extensions, such as agency accreditation, and a comprehensive nurse triage guideline/instruction system and software for non-emergency medical calls that integrates with the proposed EMD guidelines/instructions and any CAD software.
- v. Vendor-provided materials and staff for EMD, Fire or Law Enforcement dispatcher training, initial certification and recertification training, technical support, consultation services and warranty services.
- w. Vendor-provided Quality Assurance software training.
- x. Vendor-provided Quality Assurance Call Reviewer training and certification.
- y. Unlimited licenses for responder field guide for EMD, Fire and Law Enforcement guidelines/instructions in the form of a mobile Apple/Android app.
- z. Vendor will keep the software current with Windows 10 update cadence.
- aa. Description of the method by which software is updated and how often the vendor will update any proposed software, as well as any associated costs.
- bb. Provide minimum hardware requirements for workstations and servers.
- cc. Provide recommended network diagrams including workstations and servers for both guideline/instruction and quality assurance software.
- dd. Proposed maintenance plan includes all updates, upgrades, IT phone and/or remote support, and up to 10 onsite tech consulting or continuing education training sessions per year.
- ee. Bid confirms current version guideline/instruction software system has history of 99.999% or greater uptime reliability.
- ff. Provide all costs associated with all required deliverables.
- gg. Provide per cost per full use production guideline/instruction software workstation license, and per training guideline/instruction software workstation licenses, and all server-side software licenses to support both a production and training environment.
- hh. Provide full use guideline software workstation licenses (and any potential server license(s) required) for use at emergency backup centers at no additional cost.
- ii. Agreement to extend Permissive Cooperative Procurement to other public contracting agencies who may establish contracts or price agreements under the terms, conditions and prices of any contract resulting from this RFP.

#### 1.4. Procuring and Contracting Agency

This RFP is issued by the Board. The sole Point of Contact of record during the selection process is Brian Maydwell, the Board's Executive Director who is the person responsible for managing the procurement process.

If a contract(s) resulting from this RFP are awarded, it shall be administered by the contracting agency, be it the Board or an Eligible Entity.

#### 1.5. Questions, Clarifications and/or Revisions to the Specifications and Requirements

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer shall immediately notify Brian Maydwell of such error and request modification or clarification of the RFP document.

It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Board if the vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor's ability to submit a bid.

The vendor and the vendor'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 Point of Contact of record indicated in this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the Point of Contact.

Upon the Department's consideration of questions and issues and if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued RFP addendum(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for an RFP addendum. All vendors will be advised of any change to the RFP's language, specifications, or requirements by a formal addendum to the RFP. There will be no posted written records of the questions/communications (i.e., formal question/answer document).

NOTE: The only official position of the Board shall be that which is contained in the RFP and any addendums thereto.

#### 1.6. Missouri 911 Service Board Point of Contact and Contact with Board, Employees and Committee

From the date of release of this RFP until the end of the protest period, all contacts with the Missouri 911 Service Board and personnel regarding the RFP shall be made through the Board's Point of Contract of record, Brian Maydwell, Executive Director, via email only at [brian.maydwell@missouri911.org](mailto:brian.maydwell@missouri911.org).

**No phone calls, emails, or other correspondence to other Board Members, Staff or committee members regarding this procurement is permitted during the procurement process. Violation of these conditions may be considered sufficient cause for automatic rejection of a Bid.** All oral communications are unofficial and non-binding on the Board. Proposers shall rely only on written statements issued by the Procurement Manager.

#### 1.7. News Releases

A Proposer may not issue news releases or make any statements to the news media pertaining to the subject of this RFP or any Bids or Contracts resulting therefrom without the prior written approval of Board. The Proposer is bound by this clause from the time the RFP is issued until the time the Contract has expired. After an award is made and if the Contractor must comply with a Securities Exchange Commission (SEC) regulation, a sample news release may be requested from the Board, as appropriate. Release of broadcast emails pertaining to this procurement shall not be made without prior written authorization from the Board.

#### 1.8. Proposer Conference

The Board does not intend to hold a Proposer conference (aka vendor conference) prior to the deadline for submitting a Bid. However, Proposer questions will be answered by the Board for the duration the RFP remains open. All questions must be submitted in writing via e-mail to Brian Maydwell at ([brian.maydwell@missouri911.org](mailto:brian.maydwell@missouri911.org)) by the RFP deadlines.



**NOTE:** Questions shall be submitted in the format described above in Section 1.6-Clarifications and/or Revisions to the Specifications and Requirements.

### 1.9. Reasonable Accommodations

The Board shall provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. To request accommodations, contact Brian Maydwell at [brian.maydwell@missouri911.org](mailto:brian.maydwell@missouri911.org).

### 1.10. Calendar of Events

Listed below are important dates and times by which actions related to this RFP shall be completed. If the Board finds it necessary to change any of these dates and times, it shall do so by issuing a supplement to this RFP.

DATE	EVENT
April 5, 2021	Date of Issue of the RFP
<b>5:00 p.m. CST, Friday, April 30, 2021</b>	<b>Quotations due from Vendors</b>

**\*\* Questions shall be submitted in the format described above in Section 1.5-Clarifications**

### 1.11. Contract Term

The Term of this contract is from Effective Date until December 31, 2022.. The Board reserves the right to request extension of the contract.

### 1.12. Retention of Rights

The Board retains the right to accept or reject any or all proposals if deemed to be in its best interests.

All Bids become the property of the Board upon receipt. All rights, title and interest in all materials and ideas prepared by the proposer for the bid to the Board shall be the exclusive property of the Board and may be used by the Board at its option.

### 1.13. No Obligation to Contract

The Board reserves the right to cancel this RFP for any reason prior to the issuance of an Intent to Award. The Board does not guarantee to purchase any specific quantity or dollar amount. Bids that stipulate that the Board shall guarantee a specific quantity or dollar amount will be disqualified.

### 1.14. Contract Volume

The Board shall not guarantee any current or future transaction amount. The Board cannot estimate the amount of work that shall be required as part of the Contract. The Board makes no guarantee of a minimum or maximum dollar value for the Contract.

### 1.15. Terms and Definitions

Whenever the following words and expressions appear in this RFP document or any addendum thereto, the definition or meaning described below shall apply. The meanings shall be applicable to the singular, plural, masculine, feminine, and neuter.

**Addendum** means a written, official modification to an RFP.

**Additional Services** means Service or Deliverable within the scope of the Contract, but not specifically provided under any Statement of Work.

**Amendment** means a written, official modification to a contract.

**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.

**Board** means the Missouri 911 Service Board or any other agency contracted by the Board.

**Buyer** means the procurement staff member of the Board. The Contact Person as referenced herein is usually the Buyer.

**Confidential Information** means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed in connection with this Contract, in any form or medium (and without regard to whether the information is owned by the Board or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) Proprietary Information; (iii) non-public information related to the Board's employees, customers, technology (including databases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information expressly designated as confidential in writing by the Board. Confidential information includes all information that is restricted or prohibited from disclosure by state or federal law.

**Contract Term** means the initial term of the Contract and any renewals and/or extensions.

**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.

**Contracted Personnel** means Contractor's employees or other personnel (including officers, agents, and Subcontractors) provided by the Contractor to perform work related to the Contract.

**Contractor** means a Proposer awarded a Contract. Means a supplier, vendor, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract. The terms Contractor and Proposer may be used interchangeably in this RFP.

**Deliverable** means all project materials, including goods, software licenses, data, and documentation created during the performance or provision of Services hereunder or identified as a Deliverable in an applicable Statement of Work of other contract documents.

**Division** means a sub-unit of a state agency and is an organizational unit internal to a state agency.

**Effective Date** means the date the Contract has been fully executed by the Contractor and the Board.

**Emergency Medical Dispatch (EMD) Guidelines or Instructions (EMD Services)** refers to a system that enhances services provided by 911 call takers, such as emergency services dispatchers by allowing the call taker to quickly narrow down the caller's type of medical or trauma situation, so as to better dispatch emergency services, and provide quality instructions to the caller before help arrives.

**Expected** means a Board requirement shall be present in a Bid, exactly as stated, but the lack of the requirement would not disqualify the Bid from consideration by the Board. However, the lack of one or more expected requirements will reduce a Bid's technical score.

**Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with the sealed bid prior to the specified end date and time.

**Geographic Information Systems (GIS)** means a computer software system that enables one to visualize geographic aspects of a body of data. It contains the ability to translate implicit geographic data (such as a street address) into an explicit map location. It has the ability to query and analyze data in order to receive the results in the form of a map. It also can be used to graphically display coordinates on a map, i.e. Latitude/Longitude from a wireless 911 call.

**Key Personnel** means Contracted Personnel who play leading and critical roles in providing Services during the Contract Term.

**Mandatory** means a requirement in the RFP labeled that must be present in a Bid, exactly as stated, or the Bid will be disqualified from consideration by the Board.

**May** means that a certain feature, component, or action is permissible, but not required.

**MBE/WBE** means a state-certified Minority or Women Business Enterprise.

**Must** means that a certain feature, component, or action is a mandatory condition.

**Next Generation 911** means an enhanced 911 system that incorporates the handling of all 911 calls and messages, including those using IP-enabled services or other advanced communications technologies in the infrastructure of the 911 system itself.

**Parties** means the Board and the Contractor, collectively.

**Party** means either the Board or the Contractor, individually.

**Personally Identifiable Information** means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the individual's date of birth; (d) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (e) the individual's DNA profile; or (f) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical characteristic.

**Pricing Page(s)** applies to the form(s) on which the vendor 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 vendor with the sealed bid prior to the specified bid end date and time.

**Bid** means the complete response to this RFP, in the required manner and setting forth the Proposer's prices for providing the products and services described in the RFP, and any additional information provided during the RFP process.

**Bid End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed bids.

**Proposer** means the entity submitting a Bid in response to this RFP.

**Public Information** means information that (i) is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business by a governmental body or for a governmental body; and (ii) the governmental body owns or to which it has a right of access.

**Public Safety Answering Point (PSAP)** means a facility to which a call on a basic or sophisticated system is initially routed for response, and on which a public agency directly dispatches the appropriate emergency service provider, relays a message to the appropriate emergency service provider or transfers the call to the appropriate emergency services provider.

**Primary PSAP** means a PSAP equipped with ALI and ANI displays and is the first point of reception of a 911 call.

**Request for Bid (RFP)** means the solicitation document issued by the Board to potential vendors 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 Addendums thereto.

**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 Purchasing.

**SDVE** means a Service-Disabled Veteran Business Enterprise.

**Secondary PSAP** means a PSAP equipped with automatic number identification and automatic location identification displays. It receives 911 calls only when they are transferred from the primary PSAP, or on an alternative routing basis when calls cannot be completed to the primary PSAP.

**Services** means all actions, recommendations, plans, research, customizations, modifications, documentation, maintenance, and support provided by the Contractor necessary to fulfill that which the Contractor is obligated to accomplish under the Contract.

**Shall** has the same meaning as the word must.

**Should** means that a certain feature, component and/or action is strongly desirable but not mandatory.

**Subcontract** means any contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or service requested for the performance of the Contract.

**Subcontractor** means a party to a Subcontract. For example, an entity that subcontracts with the Contractor to provide services to the Board or other services required under the Contract.

**Vendor** means the supplier, vendor, person, or organization that responds to an RFP by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the RFP document.

## **2. PREPARING AND SUBMITTING A BID**

### **Preparing**

Vendors must examine the entire RFP carefully. Failure to do so shall be at the vendor's risk.

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.

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 vendor 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 bid. In addition, the vendor 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. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.

Bids 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.

In the event that the vendor 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 vendor may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by the Board. If the Board determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.

All equipment and supplies offered in a bid 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. All equipment, supplies and software offered in bid must have an end of life that equals or exceeds 5 years from the purchase date.

Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP. Vendors must provide storage or staging at vendors' cost.

Bids, including all prices therein, shall remain valid for 90 days from bid opening or Best and Final Offer (BAFO) submission, whichever is longer, unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.

Any foreign vendor 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 bid in order to be considered for award.

### **Submitting**

The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official RFP name and (2) the official end date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.

A bid submitted electronically by a vendor may be modified prior to the official end date and time by resubmission and e-mail explanation of which bid the Board should entertain. A bid which has been delivered to the Board/agent's office may be modified by signed, written notice which has been received by the Board prior

to the official end date and time specified. Telephone or telegraphic requests to modify a bid shall not be honored.

A bid submitted electronically by a vendor may be retracted prior to the official end date and time. A bid which has been delivered to the Board may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the Board prior to the official end and time specified. Telephone or telegraphic requests to withdraw a bid shall not be honored.

A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.

When submitting a bid electronically, the vendor indicates acceptance of all RFP requirements, terms and conditions by submitting the bid. Vendors delivering a hard copy bid to the Board must sign and return the RFP cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all RFP requirements, terms and conditions. Failure to do so may result in rejection of the bid unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.

Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

### **2.1. General Instructions**

The evaluation and selection of a Proposer and the terms of the Contract shall be based on the information in the submitted Bids and any required presentations, on-site visits, or oral interviews. Failure to respond to each of the requirements as directed in the RFP may be the basis for rejecting a Bid. A Bid that does not meet a mandatory requirement of the RFP will be disqualified.

Elaborate Bids (e.g. expensive artwork, marketing materials) beyond those sufficient to present a complete and effective Bid are not necessary or desired.

Only information that can be identified as a trade secret, proprietary, and confidential will be treated as such. **Proposers shall not label or identify their entire Bid as confidential.**

### **2.2. Incurring Cost**

The Board shall not be responsible for any costs incurred by a Proposer in the process of responding to this RFP.

### **2.3. Submitting a Bid**

A Proposer has two (2) options in responding to this RFP. The Proposer can submit an electronic Bid using the Board email ([admin@missouri911.org](mailto:admin@missouri911.org)), or it can submit a hard copy response of all required materials for acceptance of their Bid (noted below). **Electronic submission via Board Email is strongly preferred.**

Regardless of submittal method, the due date and time is the same. All Bids shall be received by no later than 5:00:00 p.m. CST on **Friday, April 30, 2021.**

General and Technical Bid submissions must be in Microsoft Word or Adobe PDF format.

#### **2.3.1. Electronic Bid Submittal (Strongly Preferred)**

Respond to [admin@missouri911.org](mailto:admin@missouri911.org). A Proposer that submits its Bid electronically does not need to submit a hard copy by mail unless directed to do so elsewhere in this RFP.

#### **2.3.2. Hard Copy Bid Submittal**

A Proposer may submit a hard copy of its Bid. Any Proposer electing to submit in this manner instead of the strongly preferred electronic manner shall submit an original and five (5) hard copies for a total of six (6) hard copies and one electronic version compatible with the Microsoft Office standard desktop tools on a CD.

Hard copy Bids shall be sent to:

#### **USPS ADDRESS**

Brian Maydwell, Executive Director  
Missouri 911 Service Board  
PO Box 2126

#### **COMMON CARRIER ADDRESS**

Kaycee Nail, Administrative Support  
Missouri 911 Service Board  
124 E High St

Bids shall be packaged, sealed and show the following information on the outside of the package:

- Proposer's (Company) Name and Address
- Brian Maydwell, Executive Director or Kaycee Nail, Administrative Support
- Bid Due Date and Time

### **2.3.3. Hand Delivered Bids**

For all hand-delivered Bids, please plan additional time to account for any security process the Board or Board Staff determine should be completed. The Board is not responsible for deliveries not received by the deadline. Hand deliveries can be made to Missouri 911 Service Board, 124 E High St, Jefferson City, MO 65101.

### **2.4. Cost Bid Submission**

Provide all costs, including all costs for furnishing the product(s) and/or service(s) required by this RFP. Identify all assumptions made related to costs. Costs should be subdivided as much as possible to correlate with each deliverable.

### **2.5. Affidavit of Work Authorization and Documentation:**

Pursuant to Section 285.530, RSMo, if the vendor meets the Section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/stathtml/28500005251.html>), the vendor must affirm the vendor'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 vendor should complete applicable portions of Exhibit C, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit C must be submitted prior to an award of a contract.

### **2.6. Debarment Certification:**

The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The vendor should complete and return the certification regarding debarment, etc., Exhibit D with their bid. This document must be satisfactorily completed prior to award of the contract.

### **2.7. Miscellaneous Submittal Information:**

The vendor should complete and submit Exhibit E, Miscellaneous Information.

Products/Services Outside Continental US - If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the vendor MUST disclose such fact and provide details with the bid. Vendors should respond to the section of Exhibit E pertaining to products and/or services offered under this RFP which would be manufactured or performed at sites outside the United States.

Vendor as Employee -A vendor that is an employee of the State of Missouri, a member of the Missouri General Assembly or a statewide elected official should complete, sign and return Exhibit C with their bid. This document must be satisfactorily completed prior to award of the contract.

Contact Information - The vendor should provide the contact information requested in Exhibit C.

#### **2.7.1. Anti-Discrimination Against Israel Act Contractor Requirements:**

2.7.1.1. If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

2.7.1.2. If the contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the contractor shall submit to the Division of Purchasing a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

2.7.1.3. If during the life of the contract, the contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the contractor shall comply with, complete, and submit to the Division of Purchasing a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.

## 2.8. Business Compliance

The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor 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 vendor shall provide documentation of compliance upon request by the Board. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>;
- Certificate of authority to transact business/certificate of good standing (if applicable);
- Taxes (e.g., city/county/state/federal);
- State and local certifications (e.g., professions/occupations/activities);
- Licenses and permits (e.g., city/county license, sales permits);
- Insurance (e.g., unemployment insurance/workers' compensation); and

The vendor should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

**NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE VENDOR'S BID.**

## 2.9. Bid Organization and Format

A Proposer responding to this RFP should comply with the following format requirements and must comply with those stated to be mandatory. The Board reserves the right to exclude any responses from consideration that do not follow the required format as instructed below.

Bids should be organized and presented in the following order and by the numbers assigned in the RFP with the following headings and subheadings.

Unless directed to do so, Proposer should not direct the reader to a website or any other source outside of the applicable RFP section as part of its response to the requirement or question unless it is a map, diagram, or schematic included in another section within the RFP.

Responses that merely restate the requirement or only indicate an acknowledgement of understanding and a willingness to comply will be considered unresponsive. A Bid that is unresponsive to a mandatory requirement of the RFP will be disqualified by the Board.

If submitting a hard copy response, it should be typed and submitted on 8.5x11-inch paper bound securely. Font size may be no smaller than 11-point. The Bid cover page must include, at a minimum, the RFP name, and the Proposer's name.

- ❑ **Table of Contents:** Provide a table of contents for the Bid submitted.
- ❑ **Required Exhibits C, D and F:** Complete the required exhibits.
- ❑ **Optional Exhibits A, B and E:** A vendor should complete the optional exhibits, if applicable.

- ❑ **Transmittal Letter:** The transmittal letter should be written on the Proposer's official business stationery and shall be signed by an official authorized to legally bind the Proposer. The transmittal letter shall state, excepting for obvious typographical errors, in boldface type:

***(Proposer's Name) hereby represents and warrants it has analyzed the Board's RFP, understands the Board's requirements and agrees to be bound by the terms and conditions of the Bid for 90 days after the submission deadline, or longer if the Bid is included in a Contract with the Board.***

***Furthermore, (Proposer's Name) is an expert in the types of services, functions, and tasks proposed in its Bid submitted in response to the RFP and understands that the Board shall rely on this expertise.***

***Additionally, (Proposer's Name) may be requested to make representations outside of its formal Bid document in discussions, presentations, negotiations, demonstrations, sales or reference material and other information-providing interactions. (Proposer's Name) hereby warrants that the Board can rely on any additional representations made as inducements to enter into a Contract with the Board and agrees that such representations may be made a part thereof.***

Via the transmittal letter, the Proposer shall also:

1. Indicate that it understands and agrees that it has an affirmative duty to inquire about and seek clarification of any question or other item in the RFP that Proposer does not fully understand or that Proposer reasonably believes is susceptible to more than one interpretation;
  2. Include a statement that its organization or an agent of the Proposer's organization has arrived at the prices and discounts without consultation, communication or agreement with any other Proposer or with any competitor for the purpose of restricting competition;
  3. Include a statement that it has not paid, and shall not pay, any bonus, commission, fee or gratuity to any employee or official of the Board for the purpose of obtaining any Contract or award issued by the Board. The Proposer shall further warrant that no officer or employee of the Board has any direct or indirect financial or personally beneficial interest in the subject matter of the awarded Contract, and no obligation or contract for future award of compensation has been proposed as an inducement or consideration for making the award Contract. Subsequent discovery by the Board of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding Contracts;
  4. Include a statement that no attempt has been made or shall be made by the Proposer or by any agent of the Proposer to induce any other person or firm to submit or not submit a Bid for restricting competition;
  5. Include a statement acknowledging the Bid conforms to all requirements of the Board, including procurement rules and procedures articulated in this RFP and in Missouri law; and
  6. Acknowledge the receipt of all RFP addenda; if none have been posted, include a statement to that effect.
- ❑ **Response to Mandatory Requirements: Using Attachment 1**, which is part of this RFP, provide the information and documentation specified in Section 4 of this RFP. Responses to requirements should be in the same sequence and numbered as they appear in the RFP. Include all required documentation.
  - ❑ **Response to General Requirements:** Provide a point-by-point response to each requirement specified in Section 5 of this RFP. Responses to requirements should be in the same sequence and numbered as they appear in the RFP.
  - ❑ **Response to Technical Requirements:** Provide a point-by-point response to each requirement specified in Section 6 of this RFP. Responses to requirements should be in the same sequence and numbered as they appear in this RFP.
  - ❑ **Response to Overall Cost:** provide an overall cost for the entire bid and a breakdown of costs for each major item outlined in Section 1.2.3.



- ❑ **Value Added Options:** Response to Section 7 is optional and will have no impact on Proposers' evaluation scores. Pricing for such services shall be addressed in the appropriate worksheet of the Cost Bid.

### **2.10. Multiple Bids**

Multiple Bids from a Proposer are permissible; however, each Bid should conform fully to the requirements for a single bid submission. Each such Bid must be submitted separately and labeled as Bid #1, Bid #2, etc. on each page included in the response.

### **2.11. Withdrawal of Bids**

The Bid shall be irrevocable until Contract award unless the Bid is timely withdrawn. A Proposer may withdraw a Bid in writing at any time up to the Bid closing date and time or upon expiration of 90 days after the due date and time. To withdraw a bid, a written withdrawal request must be signed by an authorized representative of the Proposer and timely submitted to the Procurement Manager. If a Bid is withdrawn before the deadline for Bid submission, the Proposer may timely submit another Bid.

## **3. EVALUATION AND CONTRACT AWARD**

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 vendor and request clarification of the intended bid. 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.

Any pricing information submitted by a vendor shall be subject to evaluation by the Board.

The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Board. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the Board.

Awards shall be made to the vendor whose bid (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best bid, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, regulations and Executive Orders.

In the event all vendors fail to meet the same mandatory requirement in an RFP, the Board reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, the Board reserves the right to waive any minor irregularity or technicality found in any individual bid.

The Board reserves the right to reject any and all bids.

When evaluating a bid, the Board reserves the right to consider relevant information and fact, whether gained from a bid, from a vendor, from vendor's references, or from any other source.

Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.

Negotiations may be conducted with those vendors who submit potentially acceptable bids. Bid 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 vendors.

Any award of a contract shall be made by notification from the Board to the successful vendor. The Board 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 the Board based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the Board.

Pursuant to section 610.021, RSMo, bids and related documents shall not be available for public review until after a contract is executed or all bids are rejected.

The Board maintains images of all bid file material for review. Vendors who include an e-mail address with their bids will be notified of the award results via e-mail.

The Board reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of Section 3.12 of this RFP. Communication throughout the protest period shall remain the same as the procurement process and be restricted to the designated point of contacts in this RFP:

**No phone calls, emails, or other correspondence to other Board Members, Staff or committee members regarding this procurement is permitted during the protest process. Violation of these conditions is sufficient cause for automatic denial of a bid award protest.**

The final determination of contract(s) award(s) and bid award protests shall be made by the Board.

### 3.1. Preliminary Evaluation

All Bids will be reviewed initially to determine if mandatory Bid requirements are met (see Section 2 – Preparing and Submitting a Bid). Failure to meet a mandatory Bid requirement will result in the rejection of the Bid.

In the event that no Proposer meets a specified mandatory requirement, the Board reserves the right to eliminate that individual mandatory requirement and/or continue the evaluation of Bids and select the Bid that most closely meets the remaining requirements specified in this RFP.

### 3.2. Evaluation Committee

An evaluation committee for this RFP shall consist of individuals who, in the Board's judgment, possess specific knowledge and skills essential to the RFP evaluation. The evaluation committee participates fully in the evaluation process, including reviewing and scoring all Bids.

### 3.3. Bid Scoring

An evaluation committee will evaluate and score all Bids meeting mandatory Bid requirements using both objective analysis and subjective judgment. A uniform selection process, as outlined in this section, will be used to evaluate all Bids using a point system. All other scoring shall be performed by Board staff/agents based on the objective criteria in the RFP.

A Proposer is advised that responses to requirements should clearly and completely describe how its services and products will meet those requirements. Failure to demonstrate in the Bid response that the Proposer can meet the requirements stated may cause the rejection of the Bid.

The committee may review references, request presentations and demonstrations, and use those results to clarify and substantiate information in written Bids and will be considered when scoring the responses to the general and technical requirements in the RFP.

The Board reserves the right to obtain additional information concerning any Proposer or Subcontractor associated with or named in the response to this RFP and to consider this information in evaluating the Bid.

### 3.4. Evaluation Criteria

Bids meeting mandatory Bid submission requirements shall be evaluated and scored against the criteria found in Attachment 2, which is part of the RFP, based on responses to Sections 5, 6 and 8 of the RFP. Proposers shall not contact any member of an evaluation committee. Bids will be scored and graded in the following areas:

<b>Evaluation Criteria</b>	<b>Source</b>	<b>Points</b>	<b>Weight (%)</b>
<b>1. General Requirements</b>	5	300	30%
<b>2. Technical Requirements</b>	6	600	60%
<b>3. Cost</b>	Total Bid Cost	100	10%
<b>Total Available Points*</b>		<b>1,000*</b>	<b>100%*</b>

\*The points stated above are the maximum amount awarded for each category. Evaluation guidelines have been established for each of these sections. Additional points will be awarded to vendors whose bids qualify for preference points.

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

Lowest Responsive Vendor's Price	x	100 maximum cost points	=	Cost evaluation points
Compared Vendor's Price				

**3.5. Evaluation of Vendor's MBE/WBE Participation:**

In order for the Board to meet the provisions of Executive Order 05-30, the vendor 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.

These targets can be met by a qualified MBE/WBE vendor themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.

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 vendor'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.

In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the bid opening date (date the bid is due). (See below for a definition of a qualified MBE/WBE.)

**3.5.1. The vendor's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:**

If Participation Meets Target - Vendors 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.

If Participation Exceeds Target - Vendors 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.

If Participation Below Target - Vendors 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.

If No Participation - Vendors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of zero (0) in this evaluation category.

**3.5.2. MBE/WBE participation evaluation points shall be assigned using the following formula:**

<p>Vendor's Proposed MBE % <math>\leq</math> 10% + WBE % <math>\leq</math> 5%</p> <p>State's Target MBE % (10) + WBE % (5)</p>	X	<p>Maximum MBE/WBE Participation Evaluation points (10)</p>	=	<p>Assigned MBE/WBE Participation points</p>
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**3.5.3. If the vendor is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the vendor must provide the following information with the bid.**

- Participation Commitment - If the vendor is proposing MBE/WBE participation, the vendor must complete Exhibit A, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the vendor submitting the bid is a qualified MBE and/or WBE, the vendor must include the vendor in the appropriate table on the Participation Commitment form.
- Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit B, Documentation of Intent to Participate form, signed and dated by each MBE and WBE proposed or must provide a letter of intent signed and dated 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 Office of Equal Opportunity (OEO)). If the vendor submitting the bid is a qualified MBE and/or WBE, the vendor is not required to complete Exhibit B, Documentation of Intent to Participate form, or provide a recently dated letter of intent.
- Commitment – If the vendor's bid is awarded, the percentage level of MBE/WBE participation committed to by the vendor on Exhibit A, Participation Commitment, shall be interpreted as a contractual requirement.

**3.5.4. Definition -- Qualified MBE/WBE:**

In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, OA, OEO by the bid opening date.

- MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one (1) or more minorities or women who own it.
- Minority is defined as belonging to one (1) of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.
- Resources - A listing of several resources that are available to assist vendors 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 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

### **3.6. Evaluation of Organizations for the Blind and Sheltered Workshops/Service-Disabled Veteran Business Enterprises (SDVEs) Participation:**

A five to fifteen (5-15) bonus point preference shall be granted to vendors 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.

#### **3.6.1. In order to qualify for the five to fifteen (5-15) bonus points, the following conditions must be met and the following evidence must be provided:**

The vendor 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, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.

The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

If the vendor 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 vendor must provide the requested information with the bid.

A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the bid containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars (\$5,000) of the total contract value of bids for purchases not exceeding ten (10) million dollars.

3.6.1.1. Where the commitment in the bid exceeds the minimum level set forth in section 34.165, RSMo to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a minimum two percent (2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the bid (which in the formula will be expressed as a number [Vendor's Commitment Number below], not as a percentage) times two and one-half (2.5) points:

$$\text{Vendor's Commitment Number} \times 2.5 \text{ points} = \text{Awarded Points}$$

Examples: A commitment of three percent (3%) would be calculated as:  $3 \times 2.5 \text{ points} = 7.5$  awarded points. A commitment of five and one-half percent (5.5%) would be calculated as:  $5.5 \times 2.5 \text{ points} = 13.75$  awarded points. If, instead of a percentage, a vendor's bid lists a dollar figure that is over the minimum amount, the dollar figure shall be converted into the percentage of the vendor's total contract value for calculation of the awarded points. Commitments at or above six percent (6%) receive the maximum of fifteen (15) points.

- Participation Commitment - The vendor must complete Exhibit A, 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 vendor submitting the bid is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.

- Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit B, Documentation of Intent to Participate Form or letter of intent recently signed by the proposed 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 vendor submitting the bid is an organization for the blind or sheltered workshop, the vendor is not required to complete Exhibit B, Documentation of Intent to Participate Form or provide a letter of intent.

**3.6.2. A list of Missouri sheltered workshops can be found at the following Internet address:**

<http://dese.mo.gov/special-education/sheltered-workshops/directories>

**3.6.3. 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>

<http://www.alphapointe.org>

**3.6.4. Commitment**

If the vendor's bid is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on Exhibit A, Participation Commitment, shall be interpreted as a contractual requirement.

**3.7. Service-Disabled Veteran Business Enterprises (SDVEs)**

**3.7.1. A three (3) point bonus preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified SDVE.**

In order to qualify for the three (3) bonus points, the following conditions must be met and the following evidence must be provided:

- The vendor must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
- The services performed or the products provided by the SDVE 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 SDVE are utilized, to any extent, in the vendor'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.
- In order to receive evaluation consideration for participation by an SDVE, the vendor must provide the following information with the bid:
  - Participation Commitment - The vendor must complete Exhibit A, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the vendor submitting the bid is a qualified SDVE, the vendor must be listed in the appropriate table on the Participation Commitment Form.
  - Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit B, Documentation of Intent to Participate Form or letter of intent recently signed by the proposed SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.

- Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past five (5) years to the Division of Purchasing, the vendor must provide the following Service-Disabled Veteran (SDV) documents:
  - a copy of the SDV's Certificate of Release or Discharge from Active Duty (DD Form 214), and a copy of the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service-connected disability rating, or a Department of Defense determination of service-connected disability.

NOTE: If the vendor submitting the bid is a qualified SDVE, the vendor must include the SDV Documents as evidence that the vendor qualifies as an SDVE. However, the vendor is not required to complete Exhibit B, Documentation of Intent to Participate Form or provide a letter of intent.

If the SDVE and SDV are listed on the following Internet address, the vendor is not required to provide the SDV Documents listed above.

<http://oa.mo.gov/sites/default/files/sdvelisting.pdf>

### **3.7.2. Commitment**

If awarded a contract, the SDVE participation committed to by the vendor on Exhibit A, Participation Commitment, shall be interpreted as a contractual requirement.

### **3.7.3. Definition - Qualified SDVE:**

SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;

SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;

SDVE has the management and daily business operations controlled by one (1) or more SDVs;

SDVE has a copy of the SDV's Certificate of Release or Discharge from Active Duty (DD Form 214), and a copy of the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service-connected disability rating, or a Department of Defense determination of service-connected disability; and

SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

### **3.8. Missouri Preference.**

A preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

The Board will award qualifying proposers preference points as noted in the RFP.

### **3.9. Proposer Presentations**

Top scoring Proposer(s) based on an evaluation of the written bid may be required to participate in presentation/interviews and/or site visits to support and clarify their bids if requested by the Board. Proposer representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the Bid and its components. The Board will furnish specific details concerning the presentations and any required materials at the time it notifies selected Proposers of the presentation schedule. The Board will make every reasonable attempt to schedule each presentation at a time agreeable to the Proposer. The location of presentations shall be in Jefferson City, Missouri or online at the discretion of the Board. Failure of a Proposer to interview or permit a site visit on the date scheduled may result in rejection of the Bid.

### **3.10. Contract Award**

By submitting a bid, the vendor 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.

A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's bid including any contractor BAFO response(s), (3) clarification of the bid, if any, and (4) The Board's acceptance of the bid by "notice of award." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

A notice of award issued by the Board 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 Board, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Board.

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 Board 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.

### **3.11. Award and Final Offers**

The Board shall compile the final scores for each Bid. The contract will be awarded to the lowest and best Proposer or Proposers as required by Chapter 34, RSMo. The Board will determine the lowest and best Proposer or Proposers in one of two ways. One, it may select the Proposer or Proposers with the highest scoring Bids. Alternatively, the Board may request two or more of the highest scoring Proposers to submit Best and Final Offers (BAFO). If BAFOs are requested by the Board and submitted by the requested Proposers, the BAFOs shall be evaluated against the stated criteria, scored and ranked by the evaluation committee. After this is completed, the Board shall select the highest scoring Proposer or Proposers.

### **3.12. Offer in Effect for 90 Days**

A Bid may not be modified, withdrawn or canceled by the Proposer for a 90-day period following the latter of either the deadline for Bid submission as defined in the Calendar of Events, or receipt by the Board of Best and Final Offers, if required, and a Proposer so agrees in submitting a Bid.

### **3.13. Contract Negotiations**

The Board may negotiate the terms of the Contract, including the price, with the highest scoring Proposer prior to entering into a Contract. If substantial progress is not made in contract negotiations the Board may elect not to proceed with any award.

### **3.14. Contract Negotiations Impasse**

If a Contract between the Board and the successful Proposer cannot be executed by both parties within sixty (60) Days after the Notice of Intent to Award the Contract, the Board reserves the right to unilaterally reject the Proposer's Bid.

### **3.15. Notification of Intent to Award**

Any Proposer who responds with a Bid shall be notified in writing via email of the Board's intent to award the contract resulting from this RFP.

### **3.16. Bid Protest Remedy.**

Any unsuccessful Proposer may submit a bid or bid award protest in writing to the Board or designee. All such protests must be received within ten (10) business days after the date of award. If the tenth day falls on a Saturday, Sunday, or state holiday, the period will extend to the next state business day. A protest submitted after the ten (10) business-day period shall not be considered. The written protest must include the following information:

(A) Name, address, and phone number of the protester;



- (B) Signature of the protester or the protester’s representative;
- (C) RFP title and date;
- (D) Detailed statement describing the grounds for the protest; and
- (E) Supporting exhibits, evidence, or documents to substantiate claim.

A protest which fails to contain the information listed above may be denied solely on that basis. All protests filed in a timely manner will be reviewed by the Board or designee. The Board or designee will only issue a determination on the issues asserted in the protest. A protest which is untimely or fails to establish standing to protest will be summarily denied. In other cases, the determination will contain findings of fact, an analysis of the protest, and a conclusion that the protest will either be sustained or denied. If the protest is sustained, remedies include canceling the award. If the protest is denied, no further action will be taken by the Board.

The Board prefers to receive protests via e-mail. Any protests shall be sent to [admin@missouri911.org](mailto:admin@missouri911.org).

**By virtue of submitting a bid in response to this RFP, a Proposer agrees and acknowledges that if Proposer becomes an unsuccessful Proposer, Proposer’s failure to timely pursue a bid protest operates as a waiver of any right Proposer might otherwise have to assert any challenge relating to the RFP or bid or bid award in a court of equity or law.**

#### **4. MANDATORY REQUIREMENTS AND DOCUMENTATION**

The requirements in this section are **mandatory**. Using Attachment 1- Mandatory Requirements Response Matrix, Proposers shall indicate that “YES” we can certify we can meet the mandatory requirements or “NO” we cannot certify we can meet the mandatory requirements. No explanation is required, as non-compliance with those requirements will result in bid disqualification, rejection and removal of that Bid from further consideration.

In the event there is an individual mandatory requirement that no Proposer can meet, the Board reserves the right to eliminate that individual mandatory requirement; in such case, the Board shall continue the evaluation of Bids and select the Bid that most closely meets the remaining requirements specified in the RFP. All mandatory requirements are minimums unless otherwise stated.

##### **4.1. Mandatory Proposer Qualifications**

Proposer must have a minimum of three (3) years of relevant experience, within the last five (5) years, with EMD Guideline projects.

###### **4.1.1. Proposer References**

The Proposer must provide at least three (3) different references for organizations with whom it has provided similar services over the last five (5) years. Include a contact name, telephone number, and a clear, concise description of each project.

The Board will determine which, if any, references are contacted to assess the quality of work performed. The results of any reference checks will be provided to the evaluation committee for this RFP and will be used when scoring the written bid. The Board reserves the right to request additional references.

##### **4.2. Mandatory Contract Performance Requirements**

Proposer must agree to provide all deliverables identified in Section 1.2.3 Project Plan and Deliverables.

###### **4.2.1. Services Performed within the U.S.**

Services must be performed in the United States. The inability to perform all services in the United States shall be grounds for disqualification of the submitted Bid. Countries party to the World Trade Agreement may not be subject to this requirement.

#### **5. GENERAL REQUIREMENTS**

The purpose of this section is to provide the Board with a basis for determining a Proposer’s capability to undertake this Contract. Responses to this section will be scored.

### **5.1. Organizational Capabilities**

Describe the Proposer's experience providing consulting services like those required by this RFP to customers of comparable size, scope, and circumstance.

Provide an organizational chart for the Proposer and include an issue escalation process used to resolve any potential issues between the Board and the Contractor during the Contract.

### **5.2. Staff Qualifications**

#### **5.2.1. Contract Manager**

Identify and provide a resume for the Contract Manager that will be assigned to this project and any additional projects they will be involved in during the Contract. The Contract Manager will be the primary point of contact for the Board or agency and must be available on an as-needed basis. Describe how the Contract Manager will guarantee availability to the Board or agency during the entire duration of the contract.

#### **5.2.2. Industry Leadership Experience**

Provide a statement as to Proposer's current or former 911 and EMD leadership industry experience and participation in other industry committees.

#### **5.2.3. Use of Subcontractors**

If utilizing Subcontractors, provide a detailed description of the process of how the Proposer's team selects qualified Subcontractors and manages them related to similar contracts.

Identify whether a relationship currently exists with the Subcontractor or it would have to developed for this workload.

The Board reserves the right to review agreements with Subcontractors. The Board shall not have a contractual relationship with the Subcontractors for any services provided under this Contract (existing contracts between the Board and any potential Subcontractor do not apply). Proposed Subcontractors may be required to participate in the oral presentations and/or demonstrations.

#### **5.2.4. Relevant Projects**

Select your three (3) most relevant projects within the last five years that demonstrate your capabilities to provide the services described in this RFP. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. At a minimum, provide the following:

- The project/contract name;
- Description of services provided;
- Overall cost of project, as applicable, including initial contract value and change orders including reasons for change orders;
- Organizational structure of service delivery under the contract;
- Key assigned in-house staff (name and title);
- Subcontracts (service) used in the performance of the contract; and
- Schedule history.

## **6. TECHNICAL REQUIREMENTS**

For the following sections and considering the Board's mission, objectives, challenges, and broader vision as identified in this RFP and its attachments, Proposer shall:

- Describe the approach and methodology used to accomplish the specific work and functions; and
- Describe how the approach will best accomplish the Board's objectives as described in this RFP.

### **6.1. Project Approach**

Provide the Proposer's detailed approach to completing this project (i.e. draft Statement of Work (SOW)). Describe how the Proposer will accomplish each required deliverable. Identify all resources and tools the Proposer will utilize to accomplish each activity.

### **6.1.1. Project Plan**

Using the Deliverables listed in Section 1.3.3, provide a project plan outline addressing the Board's requirements including estimated hours for each phase as well as any additional proposed Deliverables based on your approach and methodology. Modifications of the task descriptions and completion order is permitted; however, reasons for changes should be fully explained in the bid.

### **6.1.2. Identification of Risk**

Describe the methods the Proposer uses to identify risks to a project's success and the strategies to mitigate them. Include a brief, illustrative example where these methods and strategies have been applied.

### **6.2. Tools and Methodologies**

Describe the methodologies your company utilized when developing the EMD Guidelines/Instructions (e.g. research, interviews, etc.) and include how your company continues the development of these Guidelines/Instructions in dynamic environment. Describe all tools and resources your company utilizes in an implementation of your EMD Guidelines/Instructions and provide examples/samples and/or representations of these tools and resources to ensure an adequate understanding of your product and its functioning for evaluation.

Describe the tools and methodologies your company utilizes in the training and quality assurance processes related to the EMD Guidelines/Instructions (e.g. certification requirements, renewal periods, required Continuing Education Units (CEUs), courses, instructor requirements, etc.) Describe how training and quality assurance programs impact the effectiveness of your company's EMD Guidelines/Instructions and any recommendations or best practices for implementations and EMD program maintenance. Describe all tools and resources your company provides to establish and maintain an effective EMD Guideline/Instruction program.

### **6.3. Stakeholder Participation**

Describe the Proposer's experience with motivating key stakeholders to implement change as well as motivating key stakeholders to participate during a project. Include the strategies the Proposer uses and provide one (1) brief, illustrative example where these strategies were successfully implemented.

## **7. VALUE-ADDED SERVICES**

Additional Services are any projects assigned to the Contractor with an agreed-upon Scope of Work (SOW) that is substantially related to other tasks described in this RFP or are required to complete tasks in this RFP but are outside of this RFP's defined deliverables. Any Additional Services shall include, at a minimum, the following information:

- Statement of purpose;
- Background information;
- Scope of work;
- Deliverables and compensation (including hours and hourly rate);
- Staff assigned;
- Total compensation; and
- Assumptions and constraints.

Submission of this information does not obligate the Board to purchase the service, although the Board may seek to include additional service types under the Contract where it makes both technological and financial sense.

Failure to provide a specific service listed below will not disqualify a Bid. However, the Contractor will not be allowed to sell those services under the terms of the resulting Contract if they do not respond to that service in its Bid.

Financial details of each service shall be submitted as part of Proposer's Cost Bid.

## **8. COST BID**

All pricing must remain firm for the term of the contract, including any extensions.

Because not all factors related to pricing are known at this time, pricing submitted in Cost Bids shall be considered not-to-exceed pricing.

### **8.1. Price Clarifications**

The Board reserves the right to clarify any pricing discrepancies related to assumptions on the part of the Proposers. Such clarifications will be solely to provide consistent assumptions from which an accurate cost comparison can be achieved.

## **9. LIST OF ATTACHMENTS, FORMS AND APPENDICES**

The following forms shall be completed and submitted with the Bid in accordance with the instructions given in Section 2.3-Submitting a Bid.

### **9.1. Attachments**

The following forms shall be completed and submitted with the Bid.

- Attachment 1: Mandatory Requirements Response Matrix.

## **10. MISSOURI 911 SERVICE BOARD TERMS AND CONDITIONS – RFP**

### **10.1. Applicable Laws and Regulations**

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.

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 Board.

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.

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.

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.

The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

### **10.2. Open Competition/Request for Bid Document**

It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise the Board 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 vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the Board contact, unless the RFP specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official bid end date.

Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFP, any questions received less than 5 calendar days prior to the RFP end date may not be answered.

Vendors are cautioned that the only official position of the Board is that which is issued by the Board in the RFP or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

The Board monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors 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.

The RFP is available for viewing and downloading on the Board's website at <https://missouri911.org/>

The Board reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the vendor to monitor the Board website to obtain a copy of the addendum(s). The Board will use e-mail notification of any addendum(s). Vendors will receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the RFP.

### **10.3. Bid Opening**

Only the names of vendors that submitted Bids shall be available at the bid opening. All vendors may view the same bid response information on the Board's website. The contents of the responses shall not be disclosed at this time.

Bids which are not received in the Board/agent's office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances. In such cases, the bid must have been turned over to the physical control of an independent postal or courier service with promised delivery time prior to the time set for the opening of bid. All such decisions are at the sole discretion of the Board or Board's designee. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance:

1. State offices were closed due to inclement weather conditions;
2. Postal or courier services were delayed due to labor strikes or unforeseen "Acts of God";
3. Postal or courier service did not meet delivery time promised to the bidder/offeror. In such a case, the bidder/offeror must provide written proof from the delivery service that promised delivery time was prior to the time set for the opening of bids/bids;

4. Evidence that the bid/bid was in the division's post office box or physical possession before the time of bid opening; or
5. Any other evidence relevant to the specific situation.

#### **10.4. Invoicing and Payment**

The Board does not pay state or federal taxes unless otherwise required under law or regulation.

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.

The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Board.

Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.

The Board 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 Board's rejection and shall be returned at the contractor's expense.

All invoices for equipment, supplies, and/or services purchased by the Board shall be subject to late payment charges as provided in section 34.055, RSMo.

The Board reserves the right to purchase goods and services using a Board purchasing card.

#### **10.5. 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.

#### **10.6. Inspection and Acceptance**

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

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.

The Board 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.

The Board's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the Board may have.

#### **10.7. Warranty**

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 Board; (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.

Such warranty shall survive delivery and shall not be deemed waived either by reason of the Board's acceptance of or payment for said equipment, supplies, and/or services.

#### **10.8. Conflict of Interest**

Elected or appointed officials or employees of the Board or any subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

The contractor hereby covenants that at the time of the submission of the bid 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.

#### **10.9. Remedies and Rights**

No provision in the contract shall be construed, expressly or implied, as a waiver by the Board of any existing or future right and/or remedy available by law in the event of any claim by the Board of the contractor's default or breach of contract.

The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the Board 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 Board.

#### **10.10. Cancellation of Contract**

In the event of material breach of the contractual obligations by the contractor, the Board may cancel the contract. At its sole discretion, the Board 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 the Board within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

If the contractor fails to cure the breach or if circumstances demand immediate action, the Board will issue a notice of cancellation terminating the contract immediately. If it is determined the Board improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

If the Board cancels the contract for breach, the Board 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 Board deems appropriate and charge the contractor for any additional costs incurred thereby.

The contract shall not be binding upon the Board for any period in which funds have not been appropriated, and the Board shall not be liable for any costs associated with termination caused by lack of appropriations.

#### **10.11. Communications and Notices**

Any notice to the vendor/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 vendor/contractor.

#### **10.12. Bankruptcy or Insolvency**

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 Board immediately.

Upon learning of any such actions, the Board reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

#### **10.13. Inventions, Patents and Copyrights**

The contractor shall defend, protect, and hold harmless the Board, 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.

#### **10.14. 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 written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- The identification of a person designated to handle affirmative action;
- 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;
- The exclusion of discrimination from all collective bargaining agreements; and
- 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 Board shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by Board 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.

#### **10.15. 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).

#### **10.16. Filing and Payment of Taxes**

The Board 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, the vendor's failure to maintain compliance with chapter 144, RSMo, may eliminate their bid from consideration for award.

#### **10.17. 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.

### **11. FEDERAL FUNDS REQUIREMENTS**

The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:

#### **11.1. Applicable Laws and Regulations**

In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments.

##### **11.1.1. Uniform Administrative Requirements**

OMB Circular A-102 – Grants and Cooperative Agreements with State and Local Governments; and 2 CFR 215 – Grants and Other Agreements with Institutions of Higher Learning, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

##### **11.1.2. Cost Principles:**

- 2 CFR 225 – State, Local and Indian Tribal Governments (OMB Circular A-87);
- 2 CFR 230 – Non-Profit Organizations (OMB Circular A-122);
- 2 CFR 220 Educational Institutions (OMB Circular A-21);
- 48 CFR 31.2 – For-Profit Organizations; and
- 45 CFR 74 Appendix E – Hospitals.



### **11.1.3. Steven's Amendment**

In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- The percentage of the total costs of the program or project which will be financed with Federal funds;
- The dollar amount of Federal funds for the project or program; and
- The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

### **11.1.4. Limitations on use of Appropriated Funds**

The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the Board, when applicable, Disclosure of Lobbying Activities reporting forms.

### **11.1.5. Single Audit Amendments of 1996**

The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and OMB Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the Board each contract year if applicable. The contractor shall return to the Board any funds disallowed in an audit of the contract.

### **11.1.6. Pro-Children Act of 1994**

The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

### **11.1.7. Rights to Inventions**

The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

### **11.1.8. Clean Air Act**

The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

### **11.1.9. Sub-Recipient**

If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.

### **11.1.10. Non-Discrimination and ADA**

The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits

discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

- Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
- Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
- Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
- Missouri Governor’s E.O. #05-30; and
- The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

## **12. OTHER REQUIREMENTS:**

The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by law, the Board, or the Missouri State Auditor.

- The contractor shall make all such records, books, and other documents relevant to the contract available to the Board and its designees and the Missouri State Auditor in a format acceptable to the Board and Missouri State Auditor at all reasonable times during the term of the contract.
- The contractor shall retain all such records according to the Board’s retention period or the completion of an independent audit, whichever is later, or as required by law. If any litigation, claim, negotiation, audit, investigation, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of such action and resolution of all issues that arise from it.
- The contractor shall permit the Board, governmental auditors, and authorized representatives of the State of Missouri to audit or examine, copy, or investigate any of the contractor’s records, procedures, books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented. Any audit exception noted by governmental auditors shall not be paid by the Board and shall be the sole responsibility of the contractor. However, the contractor may contest any such exception by any legal procedure the contractor deems appropriate. The Board will pay the contractor all amounts which the contractor may ultimately be held entitled to receive as a result of any such legal action.

### **12.1. Other Contractual Requirements:**

#### **12.1.1. Notice of Award**

A notice of award issued by the Board 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 Board, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Board.

#### **12.1.2. Agreement**

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

### **12.1.3. Contract Changes**

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 Board 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.

### **12.1.4. Termination**

The Board reserves the right to terminate the contract at any time, for the convenience of the Board, 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 Board pursuant to the contract prior to the effective date of termination.

### **12.1.5. 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 indemnify and save the Board, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act, including attorneys' fees.

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

### **12.1.6. Insurance**

The contractor shall understand and agree that the Board cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the Board, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the Board 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 Board is protected as an additional insured.

- In the event any insurance coverage is canceled, the Board must be notified at least thirty (30) calendar days prior to such cancellation.

### **12.1.7. 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 Board and to ensure that the Board 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 Board and the contractor.

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.

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.

The contractor must obtain the approval of the Board prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

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:

- The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
- 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. 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 Board and to ensure that the Board 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 Board and the contractor.

The contractor shall expressly understand and agree that the contractor shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

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.

#### **12.1.8. Unauthorized Alien workers**

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:

- The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
- 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.

#### **12.1.9. Participation by Other Organizations:**

The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded bid.

The contractor shall prepare and submit to the Board a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, 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 Board.

The Board will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded bid. The Board will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded bid. 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 Board 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 Board determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

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 or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded bid.

The contractor must obtain the written approval of the Board buyer for any new entities. This approval shall not be arbitrarily withheld.

If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Board detailing all efforts made to secure a replacement. The Board 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.

By no later than thirty (30) calendar days after the effective date of the first renewal period, the contractor must submit an affidavit to the Board. 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 Board's website or another affidavit providing the same information.

#### **12.1.10. Substitution of Personnel**

The contractor agrees and understands that the Board's agreement to the contract is predicated in part on the utilization of the specific key individuals and/or personnel qualifications identified in the bid. Therefore, the contractor agrees and understands that any substitution of the specific key individuals and/or personnel qualifications identified in the bid must be with individuals of equal or better qualifications than originally proposed.

#### **12.1.11. Authorized Personnel:**

- The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 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 Board has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the Board shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the Board. The Board may also withhold up to twenty-five percent of the total amount due to the contractor.
- The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

#### **12.1.12. E-Verify Program**

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:

- 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

- Provide to the Board the documentation required in Exhibit C 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
- Submit to the Board a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew its Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

#### **12.1.13. Contractor Status**

The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the Board or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the Board, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorneys' fees); and damage of any kind related to such matters.

#### **12.1.14. Coordination**

The contractor shall fully coordinate all contract activities with those activities of the Board or 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 Board throughout the effective period of the contract.

#### **12.1.15. Property of Board**

All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the Board or contracting agency. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the Board.

#### **12.1.16. Confidentiality:**

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 Board.

- If required by the Board, 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.

**13. EXHIBITS**

**13.1. EXHIBIT A**

**EXHIBIT A  
PARTICIPATION COMMITMENT**

**Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment** – If the vendor is committing to participation by or if the vendor is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the vendor must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the vendor’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 vendor must either (1) enter the participation percentage under MBE or WBE, **or** must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

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

**Exhibit A, continued**

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



**Exhibit A, continued**

**Organization for the Blind/Sheltered Workshop Commitment Table**

By completing this table, the vendor commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.

(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	Product/Service(s) proposed: ----- RFP Paragraph References:

**SDVE Participation Commitment Table**

(The services performed or the products provided by the listed SDVE 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 Service-Disabled Veteran Business Enterprise (SDVE) Proposed	Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed SDVE <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
<b>Total SDVE Percentage:</b>	<b>%</b>	

13.2. EXHIBIT B

EXHIBIT B
DOCUMENTATION OF INTENT TO PARTICIPATE

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

~ Copy This Form For Each Organization Proposed ~

Vendor 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 vendor identified above.

Indicate appropriate business classification(s):

\_\_\_ MBE \_\_\_ WBE \_\_\_ Organization for the Blind \_\_\_ Sheltered Workshop \_\_\_ SDVE

Name of Organization: \_\_\_\_\_

(Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address (If SDVE, provide MO Address): \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_ Certification # \_\_\_\_\_

SDVE's Website Address: \_\_\_\_\_ Certification Expiration Date: \_\_\_\_\_ (or attach copy of certification)

Service-Disabled Veteran's (SDV) Name: \_\_\_\_\_ SDV's Signature: \_\_\_\_\_

(Please Print)

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

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

Authorized Signature:

Authorized Signature of Participating Organization (MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

Date

**EXHIBIT B (continued)**  
**DOCUMENTATION OF INTENT TO PARTICIPATE**

**SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)**

If a participating organization is an SDVE, unless the Service-Disabled Veteran (SDV) documents were previously submitted within the past five (5) years to the Division of Purchasing (Purchasing), the vendor **must** provide the following SDV documents:

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

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

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

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

**Date** SDV Documents were Submitted: \_\_\_\_\_

Previous **Proposal/Contract Number** for Which the SDV Documents were Submitted:  
\_\_\_\_\_  
(if applicable and known)

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

**FOR STATE USE ONLY**

SDV Documents - Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

13.3. EXHIBIT C

EXHIBIT C

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

BUSINESS ENTITY CERTIFICATION:

The vendor 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.

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.

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT C, continued

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

**BOX B – CURRENT BUSINESS ENTITY STATUS**

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

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
*Authorized Business Entity  
Representative's Signature*

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;  
AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted;  
AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**EXHIBIT C, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The vendor 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.)***

_____	_____
<i>Authorized Representative's Signature</i>	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)

_____	_____
<i>Signature of Notary</i>	<i>Date</i>

**EXHIBIT C, continued**

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

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

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

The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed by the vendor 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*

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify MOU Company ID Number

**FOR STATE OF MISSOURI USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

13.4. EXHIBIT D

EXHIBIT D

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name	DUNS # (if known)
Authorized Representative's Printed Name	Authorized Representative's Title
<i>Authorized Representative's Signature</i>	Date

**Instructions for Certification**

- 1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.



**13.5. EXHIBIT E**

**EXHIBIT E  
MISCELLANEOUS INFORMATION**

**E.1 Executive Order 04-09: Products and/or Services Provided 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 vendor MUST disclose such fact and provide details in the space below or on an attached page.

Are any of the vendor’s proposed products and/or services being manufactured or performed at sites outside the United States?	Yes    _____	No    _____
If YES, do the proposed products/services satisfy the conditions described in 4a, b, c, or d of Executive Order 04-09? (see the following web link: <a href="http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp">http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp</a> )	Yes    _____	No    _____
<p>If YES, mark the appropriate exemption below, and provide the requested details:</p> <p>_____ a. Unique good or service. EXPLAIN: _____</p> <p>_____ b. Foreign firm hired to market Missouri services/products to a foreign country. Identify foreign country: _____</p> <p>_____ c. Economic cost factor exists EXPLAIN: _____</p> <p>_____ d. Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: _____%</p> <p>Specify what contract work would be performed outside the United States: _____</p>		

**E.2 Employee/Conflict of Interest:**

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

**E.3 Registration of Business Name (if applicable) with the Missouri Secretary of State**

The vendor should indicate the vendor’s charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor’s good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<i>Charter Number (if applicable)</i>	<i>Company Name</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

13.6. EXHIBIT F

EXHIBIT F

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

**Statutory Requirement:** Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

**Exceptions:** The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

**Company** - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

**Boycott Israel and Boycott of the State of Israel** - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

**Certification:** The vendor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

- |               |  |
|---------------|--|
| <b>BOX A:</b> | To be completed by any vendor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.” |
| <b>BOX B:</b> | To be completed by a vendor that meets the definition of “Company” but has <u>less than ten employees</u> .                          |
| <b>BOX C:</b> | To be completed by a vendor that <u>meets the definition of “Company”</u> and <u>has ten or more employees</u> .                     |

**EXHIBIT F, continued**

**BOX A – NON-COMPANY ENTITY**

I certify that \_\_\_\_\_ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Date

**BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES**

I certify that \_\_\_\_\_ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

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

\_\_\_\_\_  
Date

**EXHIBIT F, continued**

**BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES**

I certify that \_\_\_\_\_ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

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

\_\_\_\_\_  
Date