

**Missouri 911 Service Board
Project Assessment Quotation
NextGen9-1-1 GIS MO Aerial Imagery Collection**

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Direct all communications regarding this PAQ to:

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Missouri 911 Service Board

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Email: admin@missouri911.org



Project Assessment Quotation



PAQ INFORMATION

Contract No.: CS21047	PAQ No: MO911SBGIS – 22-1	
PAQ Title: 2023-2024 Aerial Imagery Collection	Total PAQ Amount:	
State Authority: Missouri 911 Service Board	State Agency Address: P.O Box 2126 Jefferson City, MO 65102	
Project Manager: Brian Maydwell	Phone: 573-489-1088	Email: brian.maydwell@missouri911.org

This Project Assessment Quotation (PAQ) is pursuant to the **Photogrammetric Mapping Products/Services** contract CS21047. The contractor agrees and understands that the terms and conditions specified in the contract apply to this PAQ, except where a term or condition in this PAQ is more restrictive than that in the contract, in which case the PAQ term will govern.

If under this contract you committed to use a MBE and/or WBE, please state if you intend to use a MBE and/or WBE for this PAQ. **No** If your response was “Yes,” please complete the information below for each MBE and/or WBE you propose for this PAQ. *(add lines as necessary):*

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MBE/WBE Name:	Type [MBE, WBE or Both]	Percentage or Dollar Amount of work that MBE/WBE will perform for this PAQ:
MBE/WBE Address:	Specific work that MBE/WBE will perform, noting the PAQ provisions related to such work:	

APPROVALS REQUIRED TO PROCEED

DATE

Contractor:		
MO 911 Service Board:		
Other (If Needed):		

PROJECT REQUIREMENTS

PROJECT GOALS AND OBJECTIVES:

Digital aerial imagery or orthoimagery benefits Board NG911 transition efforts, emergency response and a wide range of users of geospatial data, including public agencies, citizens, and educational institutions. Benefit measures include saving time in locating and responding to emergencies; saving time in informing public decisions; avoiding the cost of erroneous information from out of date imagery and map features. Orthoimagery is the most fundamental dataset for use with geographic information systems in local, state, and federal government organizations.

The Missouri 911 Service Board, Missouri Department of Conservation, Missouri Department of Natural Resources with support from the Missouri GIS Advisory Council, requests pricing for **6 inch resolution 4 band orthoimagery**. However, there is no guarantee that funding will be available for the project if the following requirements are not met:

1. Image acquisition **must** be complete no later than April 1, 2023 or a mutually agreed upon date based on leaf-out, flying conditions, etc.
2. Acquired raw imagery **must** be delivered to the Missouri 911 Service Board by May 12, 2023 and May 10, 2024 so we can process payment in early June each year. Additional time will be allowed for the consultant to finish the orthorectification after the raw data has been delivered, but the work will likely be paid for in the June payment.

This project for acquiring new state-wide leaf-off 6 inch resolution orthoimagery will meet the standards and specifications outlined in the State's Photogrammetric Services contract CS21047.

The main benefits realized from accurate orthoimagery are:

- It is fundamental to support the business operations of many State agencies. Many state business functions would not be possible without aerial imagery. Activities requiring current and accurate orthophotography basemaps include emergency response, facilities management, natural resource management, long range planning, and property tax appraisal.
- Voluntary cooperation between organizations funding orthophotography projects has been successful and is on-going. State, Local and Federal agencies have had excellent success and continue to reap benefits from interagency collaboration.
- A duplication of efforts leads to inefficient use of resources. This is particularly true for orthophotography quality control, contracting, and hosting of data for on-line distribution. Opportunities for cost savings through "economies of scale" are lost through uncoordinated project activities such as collection, processing, and imagery distribution activities. Adjacent counties occasionally select different mapping firms for projects to be acquired during the same season where selection of a single firm through a joint contract would yield cost savings to taxpayers.
- Communication among organizations procuring orthophotography could be improved. Improved communication will increase opportunities for collaboration.
- The aerial imagery user community has a wide variety of needs for image resolution, timing, digital formats, and imagery derived mapping products. A coordinated Statewide program can be undertaken with the current contracting vehicle that allows partners to get the wide variety of products they require as optional add-ons to the orthophotography project.
- Aerial photography provides a common reference of feature and asset data creation. Transportation usage of this photography includes roadway alignment, new project alignment, wetland mapping, roadside and easement management, and real-estate mapping.
- The Board is looking for a 2-year contract to cover the entire state of MO 6-inch imagery. The first year, 2023, the northern counties indicated on the map below would be collected and then in the subsequent year, 2024, the remaining counties, as well as the city of St. Louis would be collected.
- Any cost savings that can be found or suggested by vendors would be welcomed as options on the project.
- Attached with the release of this PAQ is the MO_TileGrid.shp that represents the amount of buffer over state and county boundary lines that the Board is looking for in this flight.

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- Projections for this imagery are to be in UTM NAD 1983 Zone 15N (2011) with an option for requested projections at additional cost to local government of Missouri State Plane (Central, East or West) NAD 83(2011)

PROJECT APPROACH AND SCOPE OF WORK:

The Contractor’s PAQ Response should include a Project Overview, Resources, Approach/Methodology, Change Control Plan, Issue Tracking Plan, Assumptions and Quality Assurance Plan. The Contractor must provide a detailed description and firm, fixed price for each deliverable. The description must specify the tasks to be completed for each deliverable and the time frames in which the tasks will be completed. The Contractor should provide a work breakdown structure or project plan.

LIST OF DELIVERABLES:

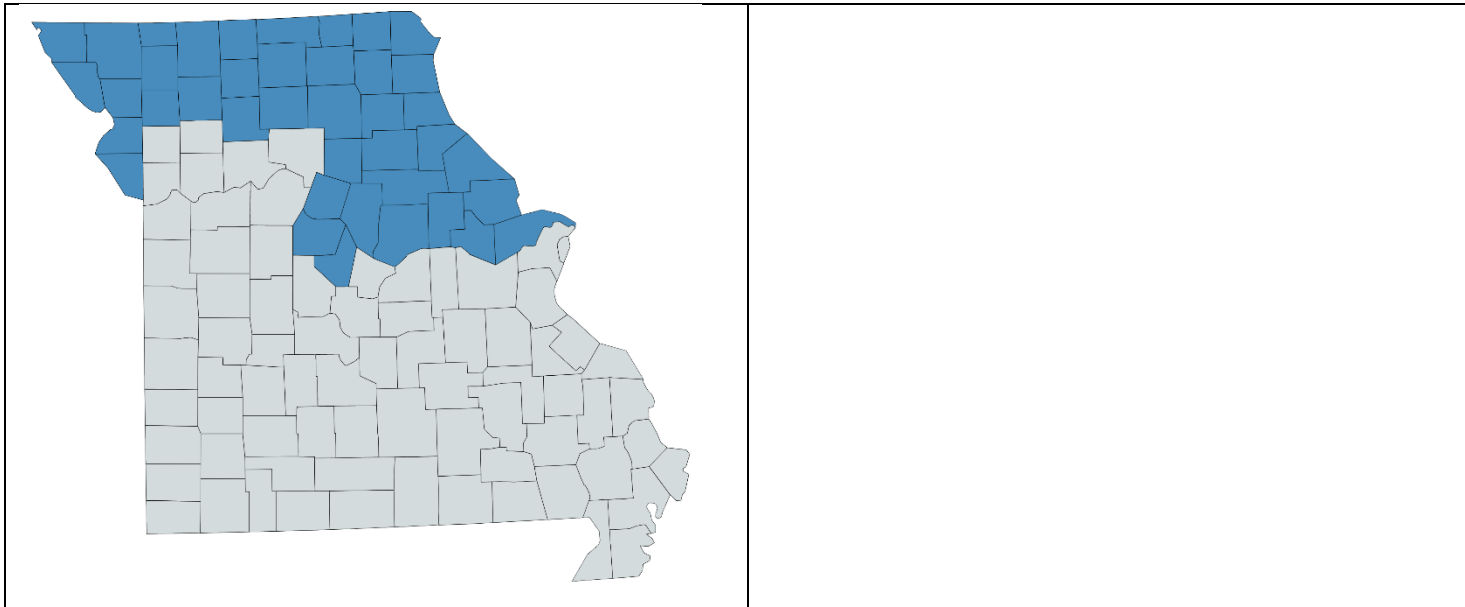
The aerial photography deliverables are stated in the terms of the Contract sections, 1.3.1, 1.3.2 and 1.3.3 with the exception that 1.3.1 b is modified from 2’ to 6”. The aerial imagery will be for the counties (denoted on the map below):

- | | |
|----------|-------------|
| Adair | Livingston |
| Andrew | Macon |
| Atchison | Maries |
| Audrain | Meriwether |
| Boone | Moniteau |
| Buchanan | Monroe |
| Callaway | Montgomery |
| Clark | Nodaway |
| Cooper | Pike |
| Daviess | Platte |
| DeKalb | Putnam |
| Gentry | Ralls |
| Grundy | Randolph |
| Harrison | Schuyler |
| Holt | Scotland |
| Howard | Shelby |
| Knox | St. Charles |
| Lewis | Sullivan |
| Lincoln | Warren |
| Linn | Worth |

DELIVERABLE ACCEPTANCE CRITERIA:

Imagery that meets the standards set in Section 1.3 of the contract, as determined by QA/QC.

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AGENCY TASKS and/or ITSD RESPONSIBILITIES:

(Section should include Government Furnished Property and Place of Performance)

- The MO 911 Service Board Executive Director or their designee will function as the client-side project manager and primary point of contact for the consultant. In turn, the consultant will appoint a qualified project manager to act as the point of contact for MO 911 SB.

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The Board will provide Quality Assurance/Quality Control of the collected imagery in a timely manner. The review team will consist of members from the Missouri GIS Advisory Council (MGISAC), Data Management Committee, the Missouri Department of Conservation, the Missouri Department of Natural Resources and the Missouri 911 Service Board

Project Estimated Start Date: **2/1/2023 & 2/1/2024**

Project and Final Delivery End Date: **11/01/2023 & 11/01/2024**

PAYMENT MILESTONES

Milestones must contain all deliverables referenced in the Deliverables Section and must be concrete, measurable, and be able to be tested and verified before the State will approve payment. Milestone prices must be firm and fixed, and without reference to time spent.

Payment Milestones (Comprised of Deliverables)	Mandatory Deadline (if applicable)	If deadline, give reason.	Dollar Portion of the Total Price applicable to Stated Milestone
1.			\$
2.			\$
3.			\$
4.			\$

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5.			\$
6.			\$
7.			\$
		TOTAL:	\$

CONTRACTING STAFF PRICE CALCULATIONS

The chart below shows how the contractor calculated the price of providing the deliverables. The chart references hours but does not mean that the contractor will be paid by the hour; the contractor will be paid the firm, fixed price of each deliverable that the contractor actually provides and that the Board approves and accepts using the method set forth in the acceptance criteria and accepted by the Board. Price should be provided for each year in the request.

Consultant Classification Title	On-Site Non-Local Per Hour Rates to Include Travel Expenses		On-Site Non-Local Consultant Total Project Hours		On-Site/Off-Site Consultant Per Hour Rates (No Travel Expense Allowed)		On-Site/Off-Site Consultant (No Travel Expense Allowed) Total Project Hours		Total
	\$	x	Hours	+	\$	x	Hours	=	\$
	\$	x	Hours	+	\$	x	Hours	=	\$
	\$	x	Hours	+	\$	x	Hours	=	\$
Total:									\$

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CONTRACTOR NAME:	
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PAQ TOTAL BID PRICE: \$ _____

PROJECT CLARIFICATIONS

CLARIFICATIONS:

This PAQ, which references the state master contract (CS21047), the accuracy specification for this program is ASPRS Accuracy Standards at 1" = 200' scale with an RMSE of 2'. This is a scale-based accuracy specification based on the old ASPRS 1990 accuracy standards, which is acceptable – it still works. However, the old 1990 ASPRS specification is silent as to the number of checkpoints required to validate accuracy for an orthoimagery program.

The state master contract (CS21047) further incorporates the document “Digital Orthoimagery, FGDC-STD-014.2-2015”, which among other things requires that the imagery be tested and the results reported in accordance with the NSSDA. The NSSDA testing protocol requires that “A minimum of 20 check points shall be tested, distributed to reflect the geographic area of interest and the distribution of error in the dataset.”

The new 2014 ASPRS accuracy standards do address the number of checkpoints required to validate accuracy for an orthoimagery program, and for a project area of this size, the requirement is for 60 field checkpoints points.

TABLE C.1 RECOMMENDED NUMBER OF CHECKPOINTS BASED ON AREA

Project Area (Square Kilometers)	Horizontal Accuracy Testing of Orthoimagery and Planimetrics	Vertical and Horizontal Accuracy Testing of Elevation Data sets		
	Total Number of Static 2D/3D Checkpoints (clearly-defined points)	Number of Static 3D Checkpoints in NVA ^a	Number of Static 3D Checkpoints in VVA	Total Number of Static 3D Checkpoints
≤500	20	20	5	25
501-750	25	20	10	30
751-1000	30	25	15	40
1001-1250	35	30	20	50
1251-1500	40	35	25	60
1501-1750	45	40	30	70
1751-2000	50	45	35	80
2001-2250	55	50	40	90
2251-2500	60	55	45	100

^aAlthough vertical check points are normally not well defined, where feasible, the horizontal accuracy of lidar data sets should be tested by surveying approximately half of all NVA check points at the ends of paint stripes or other point features that are visible and can be measured on lidar intensity returns.

A current and authoritative ASPRS Accuracy Standards – The ASPRS Positional Accuracy Standards for Digital Geospatial Data (Nov. 2014) is located here

(https://www.asprs.org/a/society/committees/standards/Positional_Accuracy_Standards.pdf).

They have done away with reference to map scale – they are pixel-based. The new mapping standard for standard GIS application is 2 pixels RMS, or for this project, 2 x 1-foot = 2 feet RMSE, not coincidentally, the same as the old 1990 ASPRS Class 1 Map Accuracy specifications at 200 scale. Importantly, the new ASPRS specifications set a minimum requirement for field check points based on project area, in order to validate accuracy.

- Even though the State Contract mentions a minimum of 20 check points shall be tested, the Board would prefer to have 60 check points to align more with the ASPRS Positional Accuracy Standards.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING

NOTIFICATION OF STATEWIDE CONTRACT

Date: 11/9/2021

CONTRACT TITLE: Photogrammetric Mapping Products and Services

CURRENT CONTRACT PERIOD:	February 11, 2022 through February 10, 2023	
RENEWAL INFORMATION:	Original Contract Period:	February 11, 2021 through February 10, 2022
	Renewal Options Available:	2
	Potential Final Expiration:	February 10, 2024
BUYER INFORMATION:	Autumn Klauba (573) 522-0001 autumn.klauba@oa.mo.gov	

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ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR PUBLIC USE ONLY. PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.

Local Purchase Authority **should not** be used to purchase supplies/services included in this contract unless it is determined to be in the best interest of the State of Missouri for a state agency at its own discretion, to obtain alternate services elsewhere.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at

<http://oa.mo.gov/purchasing>.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
CS210470001	4209395300 1 MB00090237	Aerial Services, Inc. 6315 Chancellor Dr. Cedar Falls, IA 50613 Contact: Cody Buhrmeister Phone: (816) 785-9661 Email: cbuhrmeister@aerialservicesinc.com	No	Yes

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCUREMENT
CS210470002	4306906410 1 MB00048428	Surdex Corporation 520 Spirit of St. Louis Blvd. Chesterfield, MO 63005 Contact: Tim Donze Phone: (636) 368-4400 Fax: (636) 368-4401 Email: timd@surdex.com	10% MBE David Mason & Associates, Inc. 5% WBE EFK Moen, LLC	Yes
CS210470003	1339803330 0 MB00050028	The Sanborn Map Company, Inc. 1935 Jamboree Dr., Suite 100 Colorado Springs, CO 80920 Contact: Brad Arshat Phone: (443) 603-7725 Fax: (719) 528-5093 Email: barshat@sanborn.com	10% MBE Sabur Surveying, Inc. 5% WBE Civil Design, Inc.	Yes
CS210470004	2013914060 1 MB00031770	Woolpert, Inc. 4454 Idea Center Blvd. Dayton, OH 45430 Contact: Kent Park Phone: (317) 281-2092 Fax: (937) 461-0743 Email: kent.park@woolpert.com	10% WBE Civil Design, Inc.	Yes

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STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
2/11/22 – 2/10/23	11/09/21	All contracts have been renewed thru February 10, 2023.
2/11/21 – 2/10/22	8/30/21	Aerial Services, Inc.'s main point of contact changed to Cody Buhrmeister.
2/11/21 – 2/10/22	2/11/21	Initial issuance of new statewide contract

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General Requirements:

- 1.1.1 The contractor shall provide photogrammetric mapping products and services for various state agencies throughout the State of Missouri (hereinafter referred to as the state agency).
 - a. State agencies anticipated to utilize the resulting contract(s) include but are not necessarily limited to:
 - 1) Missouri Department of Conservation (MDC);
 - 2) Missouri Department of Natural Resources (DNR);
 - 3) Missouri Department of Transportation (MoDOT);
 - 4) Missouri State Emergency Management Agency (SEMA); and
 - 5) Missouri Department of Public Safety (DPS).
- 1.1.2 The contractor must provide an American Society of Photogrammetry and Remote Sensing (ASPRS) certified Photogrammetrist as the contractor's Project Manager.
- 1.1.3 The contractor shall provide one or more of the following photogrammetric mapping products and services as requested by the state agency. However, the State of Missouri does not guarantee that the following list is inclusive of all the photogrammetric mapping products and services that may be required by the state agency. The State of Missouri reserves the right to request related photogrammetric mapping products and services.
 - a. Acquisition of Digital Orthoimagery;
 - b. Acquisition of LiDAR Elevation Data;
 - c. Creation of Digital Terrain Model from LiDAR;
 - d. Creation of Digital Elevation Model from LiDAR;
 - e. Creation of Contours Lines; and
 - f. Planimetric Mapping.
- 1.1.4 The contractor shall understand and agree that the photogrammetric mapping products and services required herein will not require prevailing wage determinations or utilization of professional land surveyors as defined in section 327.272, RSMo.
 - a. The contractor shall not perform any services requiring payment of prevailing wage pursuant to section 290.250, RSMo. At any time during the effective period of the contract, if any requested or required services would involve prevailing wage, the contractor shall not perform the service and shall notify the state agency in writing of the reason. In such event, the State of Missouri shall obtain the needed services through alternative means in accordance with state law and regulations.
 - b. The contractor shall not perform any services requiring utilization of a professional land surveyor, as defined in section 327.272, RSMo, as the ground control surveyors performing work under the contract shall not be required to establish land boundary lines which would affect real property rights. At any time during the effective period of the contract, if any requested or required services would require utilization of a professional land surveyor, the contractor shall not perform the service and shall notify the state agency in writing of the reason. In such event, the State of Missouri shall obtain the needed services through alternative means in accordance with state law and regulations.
- 1.1.5 The contractor shall not provide raw or processed imagery or metadata obtained or created in performance of work related to this contract to any facility or individual located outside the United States.
- 1.1.6 The contractor shall not utilize individuals or facilities located outside the United States to perform services related to the contract.
- 1.1.7 The contractor shall provide all photogrammetric mapping products on mutually agreed upon media such as a portable hard drive. Interim, verification imagery may be verified by on-line verification tools. Partial deliveries may be made on DVD as appropriate. The state agencies may supply their own hard drives for all photogrammetric mapping products.

- 1.1.8 The contractor shall provide the services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing the services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency at its own discretion, to obtain alternate services elsewhere.
- 1.1.9 All photogrammetric mapping products shall be in UTM, NAD83, ZONE 15 projection.
- 1.1.10 Cooperative Procurement Program – The contractor shall participate in the State of Missouri’s Cooperative Procurement Program. The contractor shall provide photogrammetric mapping products and services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <https://revisor.mo.gov/main/OneSection.aspx?section=67.360&bid=2758&hl=>). The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.
- a. Such governmental entities may include but are not limited to; counties, municipalities, school districts, fire departments, first aid squads, colleges, and universities. A list of entities eligible to purchase via the cooperative procurement program is available by clicking on the “Cooperative Procurement Members Listing” file located at the following link: <http://oa.mo.gov/purchasing/cooperative-procurement-services>.
 - b. The contractor shall agree and understand that it is possible that various governmental entities may partner to share costs of obtaining the photogrammetric mapping products and services available.
 - c. All photogrammetric mapping products acquired via the contract, that are jointly funded by the state and an authorized cooperative procurement entity(ies), including but not limited to: digital orthoimagery, digital elevation models, digital terrain models, metadata, etc. shall be the joint property of the State of Missouri and the cooperative procurement entity(ies) providing funds, without restrictions. All such photogrammetric mapping products shall be deemed to be in the public domain.
 - d. All photogrammetric mapping products acquired via the contract, that are acquired without the use of state agency funds, including but not limited to: digital orthoimagery, digital elevation models, digital terrain models, metadata, etc. shall be the sole property of the public entity acquiring the product. Such photogrammetric mapping products shall **not** be considered to be in the public domain.
- 1.1.11 The contractor shall perform all services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.

1.2 Work Plan Requirements:

- 1.2.1 When the state agency has a need for photogrammetric mapping products and services (hereinafter referred to as “project,” in this section), the state agency shall seek a work plan from all contractors as a means to (1) competitively bid a specific project, (2) to identify the specific tasks to be performed, and (3) to establish the total price to be paid to the awarded contractor upon completion of the specified tasks. The work plan process shall occur in a controlled sequence of proposals and approvals by the state agency’s designated Project Manager as outlined below.
- a. State agencies may decide to break up projects into multiple work plans. In that event, subsequent work plans may be issued to the contractor that was awarded the initial work plan without requesting competitive work plans provided (1) the state agency clearly indicates their intent to do so in the initial work plan request and (2) the scope of the entire project is considered in the evaluation of the initial work plan.

- b. At the time the state agency needs to purchase a project, current pricing and availability to perform the work will be requested of all contractors, and the state agency will award the purchase to the “lowest and best” contractor at the time, in accordance with the requirements stated herein.

1.2.2 Work Plan Request – The state agency’s designated Project Manager will present a written request for each work plan to all contractors for the project required, in a standard format. The state agency’s request must explain the scope of the project and the tasks the state agency desires to be performed, including applicable business and technical specifications. In addition, the state agency will specify the evaluation criteria that will be utilized to determine the work plan award. If the contractor cannot provide services according to the state agency’s needs or if the contractor does not provide the type of services required by the state agency, the contractor must immediately notify the state agency. The contractor shall make every effort to meet the needs of the state agency. The state agency shall document each instance of the contractor’s inability to provide the required services. If the contractor continually or consistently is unable to provide the required services, the Division of Purchasing may elect to cancel the contract.

1.2.3 At a minimum, the state agency’s work plan request should include the following information:

- a. Introduction/Overview – Brief description of the project. Information provided to acquaint the contractor with the planned acquisition. In addition, the following information shall be provided:

- 1) State agency name/address
- 2) State agency designated Project Manager name, email, and phone number
- 3) Brief title of specific work plan project
- 4) Work plan issue date
- 5) Work plan response due date

- b. Background – A description of how the project came to be, a description of why the project is being pursued and how it relates to other projects, summarization of any statutory authority or regulations affecting the overall requirement, and identification of any background materials attached to the work plan.

- c. Objectives – Specific objectives that the project will achieve. This section should provide a concise overview of the project effort goals and objectives and how the results or end products will be used.

- d. Requirements/Tasks – Listing of specifications/performance requirements, standards, locations, tasks, deliverables, schedule, and assumptions. This section defines the tasks that the contractor must complete for the project. This section should provide a detailed itemization and description of all of the project tasks which shall be completed by the contractor (i.e. project work), including requirements for and specified frequency of any required status reports. The specified project tasks must be clearly stated and must be quantifiable.

- e. Deliverables – This section should clearly state what the contractor must deliver. If different tasks have different delivery requirements, they must be clearly identified along with times within which the contractor must deliver. A description of the acceptance criteria as well as what documentation the contractor will obtain from the state agency to verify the state agency’s receipt and approval of the deliverable work product.

- f. Government Furnished Property – This section will identify any government-furnished property provided to the contractor such as Digital Elevation Model (DEM), specific data/information, etc.

1.2.4 Work Plan Response – By the date specified by the state agency in the work plan request, the contractor must respond with a work plan response which provides a statement of firm, fixed cost for the project and technical/service solution to fulfill the work plan request. At a minimum, the contractor’s work plan response should include the following:

- a. Project Overview – Statement of the contractor’s understanding of the photogrammetric mapping project and the technical needs of the project.

- b. Resources – A description of the contractor’s resources that shall be provided to fulfill the work plan project to include but not limited to: personnel resources to be provided, facility/supply resources, aircraft and other equipment availability, etc. A description of the minimum qualifications for an individual including description outlining the skills, experience, and knowledge/education of the contractor’s staff being offered for the work plan project.
- c. Approach/Methodology – A description of how the contractor shall specifically go about completion of the work for the project. This description should include:
- 1) Project Management Plan, project tracking, and reporting the progress of the project, etc.
 - 2) Functional definition of requirements that outlines how the services and/or products shall be provided by the contractor. This description should describe how the requirements/specifications will be fulfilled by the proposed service offerings and to what degree the requirements are met and/or exceeded. This description should also include by whom, when, what, why, where, etc. the requirements shall be satisfied by the contractor’s proposed solution for the project.
 - 3) Change Control Plan
 - 4) Issue Tracking Plan
 - 5) Assumptions
 - 6) Quality Assurance (QA) Plan – A description should be included of the contractor’s QA process to be utilized for the project tasks, schedule, deliverables, and testing in order to ensure that work related to the production of acceptable deliverables is on track and expectations are met or exceeded. The QA process shall be expected to be proactive to ensure not only that the schedule is met, but also that product and service quality is maintained.
- d. Cost Response – Firm, fixed price(s) to fulfill the project defined in the work plan. All expenses, including travel-related expenses, must be included within the firm, fixed price(s). No separate or additional reimbursements shall be made for travel related expense.

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- 1) The firm, fixed price stated in the awarded work plan shall not be increased unless the state agency requests a corresponding increase in the scope of work under the work plan. In no event shall the contractor charge more than the total firm, fixed price for all deliverables as approved in the work plan by the state agency, unless the state agency later amends the work plan to increase the scope of work. Federally funded projects may require added levels of work plan cost response detail such as delineation of hourly rates and the number of hours used to derive the firm, fixed work plan project cost(s).
- 2) Work plan pricing shall be based on specific deliverable components of the project and shall not be based on monthly billing. If the contractor fails to deliver all the products/services specified in the work plan for a given deliverable, the payment for the deliverable shall be withheld until the deliverable has been provided to and accepted by the agency. Payment shall not be made in advance for any deliverable; all payments shall be made in arrears (i.e., upon delivery and acceptance of a deliverable).

1.2.5 Evaluation of Work Plan Responses – Each competitive work plan shall be evaluated based on a 200 evaluation point scale with the cost analysis representing fifty percent (50%) of the evaluation points. The state agency shall document in writing their evaluation justification regarding their award determination. The state agency will choose the “lowest and best” among the contractors at the time each photogrammetric mapping product or service is needed.

- a. The state agency shall have the right to reject a work plan proposal for a product/service due to, but not limited to, noncompliance with the following: proposed method, availability, delivery time, etc. If the unit of measure specified by the state agency is different than the manner in which the contractor offers the product/service, the contractor must clearly identify the proposed unit of measure in the contractor’s cost quote. A unit price conversion will be completed, by the state agency at the time of quotation, to fairly evaluate proposed prices.

- b. Evaluation of Cost – The following evaluation point formula shall apply to determine cost evaluation points for each specific purchase:

<u>Lowest Responsive Contractor’s Price</u> Compared Contractor’s Price	x	100 Maximum Cost Evaluation Points	=	Awarded Cost Evaluation Points
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- c. Evaluation of Subjective (“best” score) – For each work plan response received, the state agency shall conduct a subjective analysis in conducting a comparative assessment of the work plan responses and shall subjectively assign a point value of up to 100 points for the subjective portion of the evaluation. The state agency shall document in writing their evaluation justification regarding their assignment of points.

1.2.6 Approval and Award of Work Plan – For each work plan response, the state agency shall total (1) the cost points derived from the cost analysis and (2) the subjective evaluation score (“best” score) awarded during the work plan response evaluation process. The contractor with the highest total points shall be awarded the specific project.

- a. The awarded contractor and the state agency’s designated Project Manager must indicate mutual acceptance of the project by signing and dating the work plan response document. The state agency’s designated Project Manager (1) must retain one signed copy; and (2) must send one copy of the signed and awarded work plan to the contractor awardee. The state agency will inform all responding contractors as to who received the award.

1.2.7 Implementation/Execution of Work Plan – After receipt of state agency written acceptance of a work plan for the project, the contractor shall perform the services required in accordance with the approved work plan accepted by the state agency. Unless otherwise specified in the work plan, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services.

1.2.8 Modifications to Work Plan – After implementation/execution of a work plan, modifications to the approved work plan shall be permitted due to changing economic conditions, changes to state and federal laws or regulations, or for other reasons pursuant to the following conditions:

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- a. State Agency Requested Changes – If the state agency determines that modifications to the approved work plan are necessary or desired, the state agency will document the requested changes to the contractor with any new instructions for the project. Based on the written instructions provided by the state agency, the contractor must revise the work plan according to the requirements for the work plan specified herein, including any resulting changes in the timeline, amount to be paid to the contractor, etc.
- b. Contractor Requested Changes – If, after implementation of services, the contractor determines that modifications to the approved work plan are necessary, the contractor must submit a written request to the state agency for changes. The written request must include the reason for the modification and must detail the contractor’s proposed changes to the approved work plan, including any resulting changes in the timeline, amount to be paid to the contractor, etc. The contractor shall agree and understand that the state agency will review the written request of the contractor and the contractor shall be notified in writing by the project manager of approval or disapproval of the request.
- c. The contractor shall agree and understand that the state agency shall have the final approval of all individual components of the approved work plan revised as specified herein and reserves the right to require modifications (including changes in the price, completion date, etc), deletions, and or additional elaboration to the approved work plan. The contractor shall agree and understand that the decision by the state agency shall be final and without recourse.
- d. The contractor shall not proceed with implementation of services related to the modifications until final written approval of the state agency is obtained.

1.2.9 Termination of Work Plan – The state agency shall have the right to terminate any project at any time at the sole discretion of the state agency, without penalty or recourse, by giving written notice to the contractor at least five working days prior to the effective date of such termination. However, the state agency will make every attempt

to provide the contractor with more than five working days' notice. In the event of termination pursuant to this paragraph, all documents, data, reports, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the State of Missouri, become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for work completed in accordance with the work plan prior to the effective date of the termination.

1.3 Acquisition of Digital Orthoimagery Requirements: If the state agency's work plan request is for digital orthoimagery, the contractor shall comply with the following when providing digital orthoimagery services:

1.3.1 Upon request of the state agency, the contractor shall provide complete, true color, CIR, or 4-band near infrared, leaf-off digital orthoimagery services and metadata for one, some, or all of the Missouri counties listed in Attachment 2.

- a. The leaf-off flying season for Missouri shall be considered as the period February 1st through April 15th with a 30 degree sun angle. All leaf-off imagery must be acquired during this period unless otherwise approved, in writing by the ordering state agency, by the Director of the Office of Geospatial Information (OGI) or his/her designee.
- b. All imagery shall be two (2) foot pixel resolution meeting the ASPRS Accuracy Standards at 1" = 400' scale with an RMSE of 4', unless a higher resolution is specified by the state agency.
- c. The contractor must deliver full tiles for all imagery of areas on and within the State of Missouri's borders.
 - 1) The contractor should provide full tiles for all imagery that includes the State of Missouri's borders. However, at the sole discretion of the state agency, tiles with partial image coverage may be allowed for specific projects that include areas along the State of Missouri's borders. In the event the state agency allows tiles with partial image coverage, the tiles must include a minimum 600 meter buffer outside the State of Missouri's borders.
- d. The contractor's survey control shall be considered part of the deliverable product. All survey control performed by the contractor must be done by a surveyor registered in the state of Missouri. The contractor shall be responsible for providing surveyors when needed to meet the requirements of a project.
- e. All metadata records, including those from any buy-ups, shall become part of the State Clearinghouse hosted by the Missouri Spatial Data Information Service (MSDIS).
- f. The contractor must provide the actual dates that imagery was collected. This information must be incorporated in the metadata and may also be supplied in a separate shapefile, or geodatabase for incorporation into mapping systems.
- g. All imagery shall be delivered in a MrSid and GeoTIFF format. GeoTIFFs will include an infotag as describe in Attachment 3.

1.3.2 The contractor should use a digital sensor camera to acquire the imagery.

- a. If digital sensors are utilized by the contractor, the digital sensors should be of the same type and model to ensure homogeneous coverage throughout the entire project.
- b. The contractor shall collect elevation data, at no charge to the State of Missouri, where required to prepare digital imagery that meet the requirements contained in this document. The State of Missouri has 10 meter Digital Elevation Model (DEM) coverage that can be provided for use by the contractor. In addition, LiDAR data for select areas is available through MSDIS or through the U.S. Geological Survey (USGS) National Map Download client to supplement the elevation base. The contractor should use the latest LiDAR data and supplement with either 10 meter DEM or new elevation data collection.
- c. The contractor shall ensure all bridges and highway overpasses are in the correct position on each tile delivered.

- d. The contractor shall ensure all divided highways in the coverage area are properly controlled to eliminate wavy linear features on the tile.

1.3.3 The contractor shall deliver imagery tiles meeting all mandatory requirements, specifications, and guidelines of the Digital Orthoimagery, FGDC-STD-014.2-2015: <https://www.fgdc.gov/standards/projects/framework-data-standard/GI-framework-data-standard-Part2>.

1.4 Acquisition of LiDAR Elevation and Terrain Data Requirements: If the state agency's work plan request is for LiDAR Acquisition, the contractor shall comply with the following when providing LiDAR Acquisition services:

1.4.1 Unless specified otherwise in a state agency work plan, the contractor shall deliver LiDAR data meeting all mandatory requirements, specifications, and guidelines of the National Geospatial Program LiDAR Guidelines and Base Specification Version 2.1: <https://www.usgs.gov/core-science-systems/ngp/ss/lidar-base-specification-online> including the following deliverables:

- a. Bare-Earth DEM Files
- b. Tiled LAS Files (Classified)
- c. Independent Checkpoint Shapefile
- d. Swath LAS Files
- e. Breakline Shapefiles/Gdb
- f. Bare-Earth DEM Footprint Shapefile
- g. Project Tiling Scheme Shapefile/Gdb
- h. Intensity Image Files
- i. Project XML Metadata
- j. Tile LAS File XML Metadata
- k. Breakline XML Metadata
- l. Bare-Earth DEM File XML Metadata
- m. Control Point Shapefile

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1.4.2 The contractor shall collect LiDAR data using a fully calibrated system capable of collecting multiple echoes per pulse with a minimum of a first, last, and one intermediate return. The contractor's system must also be able to collect the intensity (LiDAR pulse signal strength) for each return signal as indicated in USGS LiDAR Base Specification Version 2.1: <https://www.usgs.gov/core-science-systems/ngp/ss/lidar-base-specification-online>.

1.4.3 **Quality Assurance** – The contractor shall provide two (2) copies of an accuracy report. The contractor shall produce, for the state agency, an accuracy report in the form of a letter type report detailing all aspects of the LIDAR flight, including a description of the fieldwork and detailed office data processing procedures. The contractor's description shall include location, navigation and control, operations, all survey logs and data sheets used or acquired under the task order, any difficulties encountered, (including discrepancies with maps, etc.), and how the discrepancies were resolved. The contractor's accuracy report shall include interpretation and analysis of the results of the survey, including data quality, coverage of the area, and a summary of the findings. The accuracy report summary shall be included in the transmittal letter documenting the electronic data delivered as a result of the survey.

1.4.4 **Quality Control Plan** – The contractor shall have a Quality Control Plan in place that the contractor's assigned individual must implement. The contractor's Quality Control Plan must have parameters in place to assure that all services required by the project are performed and provided in a manner that meets professional architectural and engineering quality standards. At a minimum, competent, independent reviewers shall technically review all documents. Performance of the independent technical review (ITR) should not be accomplished by the same element that produced the product.

- a. The contractor's person assigned to carry out the Quality Control Plan must be present during the times work is in progress and shall be responsible for assuring that all documents on the project have been coordinated. This individual shall possess extensive, verifiable LiDAR and photogrammetric experience. The contractor

shall notify the state agency, in writing, of the name of the individual and the name of an alternate person assigned to the position.

1.4.5 Metadata and Reports for LiDAR refer to USGS LiDAR Base Specification Version 2.1 <https://www.usgs.gov/core-science-systems/ngp/ss/lidar-base-specification-online>.

a. The contractor must submit metadata compliant with the Federal Geographic Data Committee's (FGDC) Content Standard for Digital Geospatial Metadata in extensible markup language (.xml) format. The contractor must create Metadata on a sub-project tile level for each product deliverable.

b. Metadata shall include at a minimum the following sections:

- 1) Identification Information
- 2) Data quality information (this section of the Metadata may be updated after the quantitative assessment and must include all process steps)
- 3) Spatial Data Organization Information
- 4) Spatial Reference Information
- 5) Entity and Attribute Information
- 6) Metadata Reference Information
- 7) Date of acquisitions
- 8) System type and system collection parameters (flying height, Scan FOV full angle, pulse rate, scanner frequency, side-lap percentage, point density etc.)
- 9) Nominal point density
- 10) Calibration procedures
- 11) Base station control information

c. Metadata shall be supplemented with project reports where the report conveys additional information not suitable for metadata. If surveying to establish new stations was performed, a survey report that includes the following information must be provided by the contractor:

- 1) Collection Report (detailing mission planning and flight logs)
- 2) Survey Report (detailing the collection of control and reference points used for calibration and QA/QC).
- 3) Processing Report (detailing calibration, classification, and product generation procedures)
- 4) QA/QC Reports detailing the analysis, accuracy assessment, and validation of:
 - The point data (absolute, within swath, and between swath)
 - The bare-earth surface (absolute)
 - Other optional deliverables as appropriate
 - Control and Calibration points: All control and reference points used to calibrate, control, process, and validate the LiDAR point data or any derivative products are to be delivered.
 - Geo-referenced, digital spatial representation of the extents of each delivered dataset. Polygon shapefile is preferred.
 - Deliverables metadata (FGDC compliant, XML format metadata).
- 5) One file for each: county, lift, and tiled deliverable product group (classified point data, bare-earth DEMs)

d. The contractor shall understand and agree that Metadata files for individual original tiles are not required.

1.5 Creation of Digital Elevation Models (DEM) and Digital Terrain Models (DTM) from the LiDAR Requirements: If the state agency's work plan request is for DEM/DTM, the contractor shall comply with the following when providing DEM services:

1.5.1 Unless specified otherwise in the state agency's work plan, the contractor shall deliver DEM/DTM meeting all mandatory requirements, specifications, and guidelines of the National Geospatial Program LiDAR Guidelines and Base Specification Version 2.1: <https://www.usgs.gov/core-science-systems/ngp/ss/lidar-base-specification-online>.

- 1.6 Creation of Contour Line Requirements:** If the state agency's work plan request is for contour creation, the contractor shall comply with the following when providing contour creation services:
- 1.6.1 The contractor shall develop contours that are certified to meet or exceed ASPRS Accuracy Standards at the state agency's requested scale. Contours must be delivered in the format approved by the state agency.
 - 1.6.2 Unless specified otherwise in the state agency's work plan, the contractor shall deliver contours derived from DEM/DTM.
- 1.7 Planimetric Mapping Requirements:** If the state agency's work plan request is for planimetric mapping, the contractor shall comply with the following when providing planimetric mapping services:
- 1.7.1 The contractor's planimetric mapping task shall compile hydrographic and impervious features, using analytical stereo photogrammetric methods that meet ASPRS Class 1 accuracy standards at the state agency's requested scale.
 - 1.7.2 The contractor shall compile any and/or all planimetric layers listed in Attachment 4 below as specified by the state agency.
 - 1.7.3 The contractor shall compile features as coincident lines if more than one (1) line feature is coincident with another line feature.
 - 1.7.4 The contractor's point, line, and polygon features shall be constructed as topologically correct geometries in ESRI geodatabase, DGN, DWG, or other format that will allow the state agency to easily integrate the layers with existing GIS layers.
 - 1.7.5 The contractor must deliver all feature layers listed in Attachment 4 as separate layers. A tiling system approved by the state agency may be used by the contractor to facilitate the plot of a map and to check plot production.
 - a. The state agency reserves the right to request alternative deliverable options for the purpose of reducing cost, including limited data collection to collection of changed features only, mapping a reduced set of features, etc.
- 1.8 Buy-Up Requirements:** If the state agency's work plan request is for buy-up services, the contractor shall comply with the following when providing buy-up services:
- 1.8.1 If requested by a state agency, the contractor shall deliver imagery that may be used for stereo coverage of a specified project area.
 - 1.8.2 Buy-ups shall be defined as improvements over the standard two (2)-foot leaf-off True Color /CIR that may be purchased by a state agency.
 - a. The contractor's one (1)-foot imagery shall meet the accuracy specifications for 1" = 400' mapping with a RMSE of 8.0 feet using ASPRS Accuracy Standard for Large Scale Maps, Class 1 Map Accuracy.
 - b. The contractor's file naming for higher resolution buy-up areas shall be determined by the state agency.
 - c. The contractor's six (6)-inch imagery shall meet accuracy specifications for 1" = 100' mapping with a RMSE of 2.0 feet using ASPRS Accuracy Standard for Large Scale Maps, Class 1 Map Accuracy.
 - d. The contractor's three (3)-inch imagery shall meet accuracy specifications for 1" = 25' mapping with a RMSE of 0.5 feet using ASPRS Accuracy Standard for Large Scale Maps, Class 1 Map Accuracy.
 - 1.8.3 Improved Elevation Data: If requested by a state agency, the contractor shall deliver any improved elevation model information collected for the buy-up project area. Any such adjusted elevation models delivered by the

contractor shall be public domain. If specified in the state agency's work plan, the contractor shall provide an elevation model with the level of detail required for submission to the USGS 3D Elevation Program (3DEP) at Quality Level 2 as defined by the LiDAR Base Specification Version 2.1. At the sole option of the state agency, the state agency shall be responsible for submission of the elevation model to the USGS 3DEP as well as to the Missouri Spatial Data Information Service. Therefore, the contractor shall not be required to submit elevation models to the USGS 3DEP and the Missouri Spatial Data Information Service.

1.8.4 The contractor shall provide prior notification to the Director of OGI when the contractor is requested to provide buy-up services.

1.9 Reporting Requirements:

1.9.1 The contractor must submit reports electronically in an analysis-ready format specified by the state agency, such as Microsoft Excel or Access. Reports in PDF or similar format shall be considered unacceptable unless specifically requested by or approved by the state agency.

1.9.2 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 the state agency.

- a. The contractor shall make all such records, books, and other documents relevant to the contract available to the state agency and its designees and the Missouri State Auditor in a format acceptable to the state agency at all reasonable times during the term of the contract.
- b. The contractor shall retain all such records according to the state agency's retention period or the completion of an independent audit, whichever is later. 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.
- c. The contractor shall permit the state agency, 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 state agency 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 state agency will pay the contractor all amounts which the contractor may ultimately be held entitled to receive as a result of any such legal action.

1.10 Invoicing and Payment Requirements:

1.10.1 Prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

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

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

- 1.10.2 Invoicing – The contractor shall submit an invoice to the state agency in accordance with the mutually agreed work plan. The contractor shall submit all invoices to the invoice address noted on the authorized purchase order received from the state agency requesting services.
- 1.10.3 Payments – Upon receipt and approval of any specific reports and the contractor’s invoice, the contractor shall be paid in accordance with the approved invoice prices.
- 1.10.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, travel expenses, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 1.10.5 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.
- 1.10.6 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.
- 1.10.7 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.
- 1.10.8 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency (1) with a check payable as instructed by the state agency in the amount of such overpayment at the address specified by the state agency or (2) deduct the overpayment from the monthly invoices as requested by the state agency.
- 1.10.9 The contractor shall understand that each state agency utilizing the contractor’s services shall be solely responsible for payment for only those services requested by that state agency.

1.11 Missouri Statewide Contract Quarterly Administrative Fee:

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- 1.11.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.
- 1.11.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor’s Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.
- 1.11.3 Payments shall be made using one of the following acceptable payment methods:
- **Check:** Personal check, company check, cashier’s check, or money order made payable to the “Missouri Revolving Information Technology Trust Fund” and sent to the following mailing address: Division of Purchasing P.O. Box 809, Jefferson City, MO 65102-0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor’s payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
 - **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

1.11.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

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Attachment 2
Missouri Counties

County	Square Miles (est.)	County	Square Miles (est.)
Adair	569	Henry	732
Andrew	436	Hickory	411
Atchison	550	Holt	471
Audrain	696	Howard	471
Barry	790	Howell	928
Barton	596	Iron	552
Bates	851	Jackson	616
Benton	752	Jasper	641
Bollinger	622	Jefferson	664
Boone	690	Johnson	833
Buchanan	415	Knox	506
Butler	700	Laclede	767
Caldwell	429	Lafayette	638
Callaway	847	Lawrence	613
Camden	708	Lewis	511
Cape Girardeau	587	Lincoln	641
Carroll	701	Linn	621
Carter	509	Livingston	538
Cass	702	Macon	812
Cedar	498	Madison	498
Chariton	766	Marion	530
Christian	563	Marion	444
Clark	512	McDonald	539
Clay	409	Mercer	455
Clinton	423	Miller	600
Cole	399	Mississippi	430
Cooper	569	Moniteau	418
Crawford	743	Monroe	670
Dade	506	Montgomery	541
Dallas	543	Morgan	613
Daviess	569	New Madrid	698
Dekalb	426	Newton	626
Dent	754	Nodaway	878
Douglas	814	Oregon	791
Dunklin	548	Osage	612
Franklin	929	Ozark	755
Gasconade	526	Pemiscot	510
Gentry	492	Perry	485
Greene	677	Pettis	686
Grundy	438	Phelps	674
Harrison	726	Pike	687

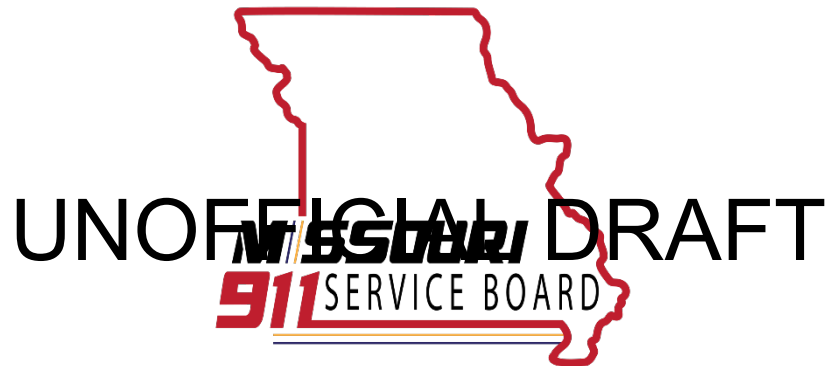
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Attachment 2, (continued)

County	Square Miles (est.)
Platte	427
Polk	642
Pulaski	552
Putnam	519
Ralls	483
Randolph	487
Ray	574
Reynolds	814
Ripley	632
Saline	766
Schuyler	308
Scotland	439
Scott	426
Shannon	1,004
Shelby	502
St Charles	593
St Clair	702
St Francois	454
St Louis	523
St Louis City	66
Ste Genevieve	507
Stoddard	820
Stone	510
Sullivan	651
Taney	651
Texas	1,178
Vernon	836
Warren	438
Washington	763
Wayne	774
Webster	593
Worth	267
Wright	683
Total square miles(est.)	69,680

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**Missouri 911 Service Board
Request for Proposal (RFP)
NG911 GIS Data Remediation Vendors**



Direct all communications regarding this RFP to:

Brian Maydwell, Executive Director

Missouri 911 Service Board

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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 NG9-1-1 GIS Data Remediation and/or creation services for local entities for the duration of the contract period specified in Paragraph 1.11 below.

1.2. Introduction

The Missouri 911 Service Board (Board) is issuing a Request for Proposal (RFP) to implement the requirements for creating, remediating, and maintaining GIS data that will be used to provide location and routing data for Next Generation 9-1-1 in Missouri. NG9-1-1 requires accurate and complete GIS data. Locally developed GIS data will be used for routing and transferring 9-1-1 calls to the appropriate Public Safety Answering Point (PSAP) and to support the dispatch of emergency services providers. This requires the GIS data to be standardized for use in NG9-1-1. Most authoritative GIS data in Missouri is created at the county or local level to meet local government needs, including 9-1-1 purposes.

The data creation is based on the Missouri NG9-1-1 GIS Data Standard available on the [Missouri 911 Service Board's website](#).

The data must meet the criteria set forth in this document to provide accuracy, consistency, and assimilation into a statewide GIS dataset.

The order of reference when creating, standardizing, and maintaining GIS data for NG9-1-1 in Missouri is:

1. The Missouri NG9-1-1 GIS Data Standard
2. NENA Standard for NG9-1-1 GIS Data Model [NENA-1-85-0061-2020](#)
3. Local requirements

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GIS data may be reviewed by the 911 Service Board at certain milestones for compliance and will be required to pass Validation by the Missouri NG9-1-1 Data Aggregation and Validation System prior to final payment to a vendor.

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 vendors to provide NG9-1-1 GIS Services for PSAPs. These services and data are paramount 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. Scope and Objectives

The Next Generation 9-1-1 (NG9-1-1) system being developed by the Missouri 911 Service Board will use a dynamic Geographic Information System (GIS) to make Emergency Call Routing Function (ECRF) and Location Validation Function (LVF) decisions.

NG9-1-1 will rely on locally developed GIS data for routing 9-1-1 calls to the correct PSAP and dispatching emergency services in a NG9-1-1 environment. Significant effort must be made by each jurisdiction to ensure that mission critical GIS data layers are accurate, maintained on a regular and frequent basis, and conform to established standards for NG9-1-1, including the National Emergency Number Association (NENA) i3 standards.

Locally developed GIS data may not meet the standards necessary for NG9-1-1 or the GIS data may not exist. In that case, the Supplier will provide services under this contract to develop a fully functional, working NG9-1-1 dataset that conforms to the Missouri NG9-1-1 GIS Data Standard. The Missouri NG911 GIS Consulting Services Project Report is available on the Board's website and provides an assessment of each local jurisdiction's 9-1-1 GIS data to determine the level of current compliance with the Missouri NG9-1-1 GIS Standard.

There are three components to the bid assessment, PSAP GIS Operations and Maintenance information, data creation and/or remediation, and validation. All services for all phases must be provided by a single provider. The pricing sheet includes the necessary maintenance tools and/or service agreements that may be needed by the local entity to maintain the remediated data. The pricing sheet also includes the cost for field work that may be needed or requested to visually confirm the work is accurate.

1.3.3. Mandatory Minimum Requirements

1.3.3.1. PSAP GIS Operations and Maintenance Workflow

The documentation of the PSAP GIS operations and maintenance workflow should include the following information at a minimum.

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- Does the PSAP have GIS Operations and Maintenance Workflow, for example address assignment workflow?
 1. Documented
 2. Undocumented
 3. Does not exist
- Who in the PSAP is responsible for issuing addresses, the Agency, Department, or Organization.
- What is the policy of the PSAP for Address Point Placement?
- Center of structure
 1. Entrance of driveway
 2. Does urban placement policy differ from rural placement
 3. Other
- What is the policy of the PSAP for handling multi-address structures and/or sites such as businesses, shopping centers, apartments, mobile home parks?
 1. On-point with a related table or listing of sub-addresses
 2. On-structure at approximate location of sub-address
 3. Other
- What CAD/Mapping software is used by PSAP?
- Does PSAP have GIS software, for example ArcGIS Desktop or ArcPro?
- Who maintains GIS database for the PSAP?
- Who is responsible for MSAG / ALI synchronization?
- If PSAP is not responsible for MSAG, then how is the PSAP informed of changes and/or updates to the MSAG?
- When was the GIS database last updated and how frequently is it updated?
- Is GIS data co-shared and/or co-maintained with other PSAPs? If so, which entities are involved?

- How current is the aerial imagery captured and what is its resolution?
- What GIS Data Layers are currently captured by the PSAP

1.3.3.2. Mandatory Minimum Requirements for GIS Data Remediation

The Missouri NG9-1-1 GIS Data Standard and the NENA Standard for NG9-1-1 GIS Data Model contain the details necessary for the creation of appropriate attributes for NG9-1-1 GIS data. Additional attribute fields may be added to any GIS layer to meet local requirements. At this time the Missouri NG9-1-1 GIS Data Standard does not have the required Domains defined, this information will be forthcoming. It is preferred that PSAPs go through the process of standardizing and synchronizing their existing GIS data with their MSAG and ALI as described in NENA Information Document for Synchronizing Geographic Information System Databases with MSAG & ALI (NENA standard 71-501).

The required layers for Missouri NG9-1-1 GIS Data Standard follows the NENA standard with the additional of the strongly recommended layers of Incorporated Municipality Boundary and County Boundary. These layers must be available for the NG9-1-1 system and public safety systems to support emergency response. Parcel data is NOT A REQUIREMENT, and the Board will NOT provide funding for parcel updates and will refuse any parcel data.

The required layers for this standard are:

- Road Centerlines
- Site/Structure Address Points
- PSAP Boundaries
- Emergency Service Boundaries (law enforcement, fire/rescue, emergency medical services)
- Provisioning Boundaries
- Incorporated Municipality Boundaries
- County Boundaries

Refer to the Missouri NG9-1-1 GIS Data Standard and NENA Standard for NG9-1-1 GIS Data Model for attribute creation for required layers. Additional attribute fields may be added to any GIS layer to meet local requirements.

Strongly Recommended – These layers may aid in the functionality of the ECRF and LVF and are strongly recommended for call taking and dispatch operations:

- Street Name Alias Table
- Landmark Name Part Table
- Complete Landmark Name Alias Table
- States or Equivalent
- Unincorporated Community Boundary
- Neighborhood Community Boundary
- Other Emergency Service Boundaries (these MAY include, but are not limited to, Poison Control, Forest Service, Coast Guard, Animal Control, etc.)

Recommended – Other layers that complete the minimum NENA recommended GIS data for NG9-1-1 and E9-1-1 call taking and dispatch operations:

- Railroad Centerlines
- Hydrology Line
- Hydrology Polygon
- Cell Site Location
- Mile Marker Location

GIS data may be maintained in any datum and coordinate system desired, however, GIS data must be transformed into the World Geodetic System of 1984 (WGS 1984) prior to its use in NG9-1-1 systems. All GIS

data in i3 must be in this WGS84 format to support interoperability between all systems and all sites across the US, as referenced in NENA STA 010.

- Geodetic parameters for WGS84 are specified by the European Petroleum Survey Group (EPSG) as follows:
 - For 2-dimensional geometries the geodetic parameters are required to follow EPSG::4326
 - For 3-dimensional geometries the geodetic parameters are required to follow EPSG::4979

See also NENA GIS Data Collection and Maintenance Standards (NENA 02-014) for further reference of GIS data collection available at <https://www.nena.org/page/gisdatacollection> .

Data Features Quality and Accuracy

Quality Control is an all-encompassing management approach that combines technical, qualitative, and human resources to evaluate the quality of GIS data to meet the requirements of a system. Each GIS data layer, individually and in relation to others, is analyzed to determine where integrity issues exist.

1. All 9-1-1 GIS features must adhere to topological rules as identified in A. through C.

A. Lines

- Must not overlap
- Must not have dangles
- Must not be multipart
- Must not self-intersect
- Lines must be split at all intersections and at all boundaries
- FROM/ TO nodes must follow flow of addressing and may not contain duplicate or overlapping address ranges
- Must have valid geometry

B. Points

- Must not have duplicates
- Must have valid geometry

C. Polygons

- Must not overlap
- Must not have gaps/slivers
- Must not be multipart
- Must snap to coincidental line and polygon features
- Must have valid geometry

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2. Refer to the Missouri NG9-1-1 GIS Data Standard and the NENA GIS Data Collection and Maintenance Standards (NENA 02-014) available at <https://www.nena.org/page/gisdatacollection>

3. Attribute content must reflect the most current, accurate values available in relation to the real world feature it describes.

4. Addressing should be sequential and locatable.

5. Every effort should be made to work in conjunction with other agencies when a feature is shared on a joint boundary.

1.3.3.3. Metadata

Metadata is a file of information that captures the basic characteristics of the data and information resource. It represents the who, what, when, where, why, and how of the resource. Metadata shall be maintained for all GIS data sets. The metadata shall meet the standards as set forth in the Missouri NG9-1-1 GIS Data Standard. The Content Standard for Digital Geospatial Metadata states that non-Federally authored standards that are

endorsed by the Federal Geographic Data Committee (FGDC) have the same status as FGDC developed standards. ISO 19115 and the associated standards are endorsed by the FGDC. Current FGDC metadata standards, including references to ISO Standards, may be found at: <https://www.fgdc.gov/metadata/geospatial-metadata-standards>.

1.3.3.4. Validation of final data

The Board requires the completed GIS data be validated utilizing the Board Validation and Aggregation Portal. Confirmation that the data has been validated must be provided to the local entity and forward to the Board

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, or 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.

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) by the RFP deadlines.

NOTE: Questions shall be submitted in the format described above in Section 1.6-Missouri 911 Service Board Point of Contact and Contact with Board, Employees and Committee.

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.

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
October 21, 2022	Date of Issue of the RFP
5:00 p.m. CST, Wednesday, November 23, 2022	Quotations due from Vendors

** Questions shall be submitted in the format described above in Section 1.8-Clarifications

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1.11. Contract Term

The Term of this contract is from Effective Date until December 31, 2026. 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.

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.

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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 or 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), 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 **Wednesday, November 23, 2022.**

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. 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

COMMON CARRIER ADDRESS

Brian Maydwell, Executive Director
Missouri 911 Service Board
PO Box 2126
Jefferson City, MO 65102

Kaycee Nail, Administrative Support
Missouri 911 Service Board
124 E High St
Jefferson City, MO 65101

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.

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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).

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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 estimate for the entire bid by estimated county population and a breakdown of costs for each major item outlined in Section 1.3.3. The pricing sheet includes the necessary maintenance tools and/or service agreements that may be

needed by the local entity to maintain the remediated data. The pricing sheet also includes the cost for field work that may be needed or requested to visually confirm the work is accurate.

- **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 or contracting entity. However, unless otherwise specified in the RFP, pricing shall be evaluated at the "best value" determination by the Board or contracting entity.

Awards shall be made to the vendor whose bid (1) complies with all mandatory specifications and requirements of the RFP and (2) is the "best value" 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 all Bids and providing recommendations to the Board.

3.3. Bid Scoring

An evaluation committee will evaluate all Bids meeting mandatory Bid requirements using both objective analysis and subjective judgment. The technical section of the bid is evaluated based on the RFP specifications and cost comparisons will be performed.

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 on the "best value" determination. Proposers shall not contact any member of an evaluation committee. Bids will be scored and graded in the following areas:

Cost comparisons will be performed.

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:

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$\frac{\text{Vendor's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}}$	X	Maximum MBE/WBE Participation Evaluation points (10)	=	Assigned MBE/WBE Participation notation
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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

Website: <http://www.oeo.mo.gov/>

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

An additional notation 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 notation bonus, 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.

- 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. An additional bonus not at 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 notation, 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 an additional notation 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 or contracting entity, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Board or contracting entity.

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 evaluation recommendations for each Bid. The contract will be awarded to the "best value" Proposer or Proposers as required by Chapter 34, RSMo. The Board will determine "best value" 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 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 "best value" 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 "best value" Proposer or Proposers 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 award protest in writing to the Board or designee via established communication channels within this RFP. 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.

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.

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4.1. Mandatory Proposer Qualifications

Proposer must have a minimum of three (3) years of relevant experience, within the last five (5) years, with GIS services 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 1.3.3 Mandatory Minimum Requirements.

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 evaluated.

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. Project Manager

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

5.2.2. Key Personnel

Identify additional key personnel from your company, including the Contract Manager, that will be assigned to this project, including their current job title and the role they will play in the project. For each staff person, attach a resume and give at least one (1) example of a project where the staff provided similar services to an organization with needs like those described in this RFP.

5.2.3. Designations, Certifications and Licenses

Describe all designations, certifications, and licenses that will aid Proposer's personnel in providing the project deliverables in this RFP including but not limited to Emergency Number Professionals (ENPs), Project Management Professionals (PMPs), GIS Professional (GISP), and those with practical experience in managing NG911 GIS data development and remediation.

5.2.4. Industry Leadership Experience

Provide a statement as to Proposer's current or former 911 GIS leadership industry experience with organizations, including but not limited to the National Emergency Number Association (NENA), the Association of Public-Safety Communications Officials (APCO), the National States Geographic Information Council (NSGIC) and participation in other industry committees.

5.2.5. 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.

5.2.6. 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 or contracting entity'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 will use during the information gathering and data remediation and/or creation process (e.g. software, survey tools, interviews) to review and analyze the current environment. Include all information and resources your company would require from the Board and/or impacted entities to complete this process. Include a brief, illustrative example where these methods have been applied and successfully executed.

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.

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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.

Suggested Value-Add Services shall be organized under the following headings:

7.1.1. Data Development

7.1.2. Data Collection Tools

7.1.3. Overall Project Management

7.1.4. Quality Assurance/Audit

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8. COST BID

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

For Cost Proposal purposes, Proposers shall use the estimated timelines in the Section 1.3.3 (Mandatory Minimum Requirements) to determine a time and materials hourly rate for the engagement. Because not all factors related to pricing are known at this time, pricing submitted in Cost Proposals 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 and/or Board/agent 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/bids was/were 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 or contracting entity 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 or contracting entity 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, FS, Md.

The Board or contracting entity reserves the right to purchase goods and services using a Board or contracting entity 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 or contracting entity pursuant to a contract shall be deemed accepted until the Board and/or contracting entity 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 or contracting entity 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 or contracting entity's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the Board or contracting entity 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 or contracting entity; (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 or contracting entity'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 or contracting entity of any existing or future right and/or remedy available by law in the event of any claim by the Board or contracting entity 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 or contracting entity 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 or contracting entity.

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 action. 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 Board is obtained and unless they clearly state the following as provided by the Board :

- 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. #05-39; 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.

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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 contracting entity. 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 and/or contracting entity 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 entity. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the Board and/or contracting entity.

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 or contracting entity.

- 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.

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

Exhibit A, continued

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

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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:

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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:
Total SDVE Percentage:	%	

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.

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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_1185221078150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the 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.)

Authorized Representative's Signature

Printed Name

Title

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Date

E-Mail Address

E-Verify Company ID Number

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

Signature of Notary

Date

EXHIBIT C, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

- The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the 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: _____

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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

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
--	-----------------------------------

UNOFFICIAL DRAFT

<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: http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp)	Yes _____	No _____
<p>If YES, mark the appropriate exemption below, and provide the requested details:</p> <p>____ a. Unique good or service. 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>		

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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:	

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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.

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

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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

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ATTACHMENT 1

MANDATORY QUALIFICATIONS AND REQUIREMENTS RESPONSE MATRIX

The following requirements copied from Section 4 of the RFP are **mandatory** and the Proposer must be able to meet each requirement at the time of the Proposer’s response to the RFP and during the entire term of the resulting Contract. **The Proposer shall not provide additional comments or explanations. Further, Proposers shall not point to or recommend other documentation to describe its compliance or non-compliance with any qualification/requirement.**

Failure of a Proposer to meet the mandatory qualifications and requirements shall result in rejection of the Proposal. In the event there is an individual mandatory qualification or 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 Proposals and select the Proposal that most closely meets the remaining qualifications and requirements specified in the RFP.

The Proposer must complete this form by checking either “Yes” or “No” for each of the mandatory qualifications/requirements in the appropriate column.

- “Yes” indicates that the Proposer can certify the statement is true and that the requirement is currently available at the time Proposer’s response to the RFP is submitted to the Board and any resulting Contract.
- “No” indicates that the Proposer cannot certify the statement is true, the Proposer cannot meet the Mandatory qualification/requirement, or the requirement is not available at the time the of the Proposer’s Response to the RFP. A “No” response will disqualify the Proposal.

This form shall be completed, signed, and included in “Response to Section 4 Mandatory Requirements” of your Proposal.

SECTION	MANDATORY QUALIFICATION / REQUIREMENT	YES	NO
4.	GENERAL REQUIREMENTS		
4.1	<p>Mandatory Proposer Qualification</p> <p>Proposer must have a minimum of three (3) years of relevant experience, within the last five (5) years, with GIS projects specifically related to 9-1-1 call processing in a NG9-1-1 environment, such as standards development, data development, data remediation, workflows, and quality assurance/quality control.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	<p>Proposer References</p> <p>Provide at least three (3) different references for organizations with whom your company has provided similar services over the last five (5) years. Include a contact name, telephone number, and a clear, concise description of the project.</p> <p>Check “Yes” to confirm <i>this</i> has been completed and submitted as directed.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.2	<p>Mandatory Contract Performance Requirements</p> <p>Proposer must agree to provide all deliverables identified in Section 1.3.3 Mandatory Minimum Requirements.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.2.1	<p>Work Plan</p> <p>Within five (5) business days of Contract execution, Contractor must provide a final work plan to the Board or contracting entity, that identifies a chronological outline of all activities related to the project, key timelines and the deliverables that will be provided which shall include all items identified in Section 1.3.3 at a minimum.</p>	<input type="checkbox"/>	<input type="checkbox"/>

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ATTACHMENT 1

MANDATORY QUALIFICATIONS AND REQUIREMENTS RESPONSE MATRIX

SECTION	MANDATORY QUALIFICATION / REQUIREMENT	YES	NO
4.2.2	<p>Information Gathering</p> <p>Contractor must assist the Board or contracting entity project team to complete information gathering process and analysis of the current organizational structure, processes, practices, roles, and responsibilities for the project.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.2.3	<p>Additional Reports</p> <p>Contractor must provide additional reports (e.g. white papers, ad hoc reports, gap analyses) as needed at the request of the Board or contracting entity. Contractor must make all commercially reasonable efforts to provide all additional reports and work products requested as soon as possible or at a time agreed to by the Board or contracting entity.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.2.4	<p>On-Going Communications</p> <p>Contractor must maintain regular and ongoing communication with the Board or contracting entity project team and provide advice, consultation, and written opinions/ recommendations as needed.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.2.5	<p>Work Product</p> <p>Contractor must agree that any work products developed as part of the project (e.g. all written reports, drafts, presentation and meeting materials, survey data, tools, associated methodologies, etc.) will remain the property of Board and/or contracting entity.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.2.6	<p>Additional On-Site Consultation Services</p> <p>Contractor must provide additional on-site consultation services (e.g. committee meetings, management meetings, etc.) at the request of the Board and/or contracting entity.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.2.7	<p>Services Performed within the U.S.</p> <p>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 Proposal. Countries party to the World Trade Agreement may not be subject to this requirement.</p>	<input type="checkbox"/>	<input type="checkbox"/>

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Company Name: [Click here to enter text.](#)

Proposer's Name and Title: [Click here to enter text.](#)

Proposer Signature: _____