



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR PROPOSAL (RFP)**

ADDENDUM NO.: 01
SOLICITATION/OPPORTUNITY (OPP) NO.: RFPT300349022302350
TITLE: NextGeneration 9-1-1 (NG9-1-1) GIS Data Remediation
Services Qualified Vendor List (QVL)
ISSUE DATE: 07/28/2023

REQ NO.: RDPS2300003
BUYER: Kelly Miller
PHONE NO.: (573) 751-4885

E-MAIL: kelly.miller@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 08/07/2023 AT 2:00 PM CENTRAL TIME (END DATE)

RFP RESPONSE MUST BE SUBMITTED ELECTRONICALLY THROUGH MISSOURIBUYS. MAILED, COURIER, OR HAND-DELIVERED RFP RESPONSE WILL NOT BE ACCEPTED.

VENDORS MUST RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuys.mo.gov)

CONTRACT PERIOD: Effective Date of Contract through December 31, 2026

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

**Missouri Department of Public Safety
Missouri 911 Service Board
PO BOX 2126
Jefferson City, MO 65102**

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP addendums. The vendor should, as a matter of clarity and assurance, also sign and return all previously issued RFP addendum(s) and the original RFP document. The vendor agrees that the language of the original RFP as modified by this and any previously issued RFP addendums shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
MAILING ADDRESS	
CITY, STATE, ZIP CODE	

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)	
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

ADDENDUM #01 to RFPT30034902302350

TITLE: NextGeneration 9-1-1 (NG9-1-1) GIS Data Remediation Services Qualified Vendor List

CONTRACT PERIOD: Effective Date of Contract through December 31, 2026

PLEASE BE ADVISED OF THE FOLLOWING CHANGES AND CLARIFICATIONS:

1. **Pre-Proposal Tele-Conference Attendance Record:** The pre-proposal tele-conference attendance record has been posted in the MissouriBUYS system. The attendance record is posted as a separate document on the MissouriBUYS Bid Board under Solicitation No: RFPT30034902302350.
2. **RFP End Date is changed from 07/31/2023 to 08/07/2023**
3. **Solicitation Organization is REVISED**
4. **Paragraph 1.4.6 is ADDED**
5. **Paragraph 1.4.7 is ADDED**
6. **Paragraph 1.4.8 is ADDED**
7. **Paragraph 2.1.4 b. is REVISED**
8. **Paragraph 2.1.12 is ADDED**
9. **Paragraph 2.1.13 is ADDED**
10. **Paragraph 2.2.5 is REVISED**
11. **Paragraph 2.2.6 a. is REVISED and Table is ADDED**
12. **Paragraph 2.7.1 is REVISED**
13. **Paragraph 2.10.3 a. (2) is ADDED**
14. **Paragraph 4.1.2 is REVISED**
15. **Attachment 1 is REVISED**

The changes are indicated in ***bold and italics***, unless the change is a deletion of words.

Vendors may review the revision(s) to the MissouriBUYS electronic solicitation and the addendum document(s) at <https://MissouriBUYS.mo.gov>. You may be required to accept the electronic addendum.

ATTENTION: IF YOU HAVE ALREADY SUBMITTED A BID RESPONSE, YOU MAY BE REQUIRED TO ACCEPT THE ADDENDUM AND RE-SUBMIT YOUR BID TO ENSURE THE STATE OF MISSOURI SUCCESSFULLY RECEIVES YOUR BID RESPONSE.

To determine if you are required to accept the addendum and need to re-submit your bid, follow the steps below.

- 1) Log into MissouriBUYS.
- 2) Click on the **Solicitations** navigation menu.
- 3) Click on **View Current Solicitations** for State of Missouri.
- 4) Locate the Solicitation by entering the solicitation number in the Filter By Opp. No field with the **My List** or **Other Active Opportunities** tabs.
- 5) Click the **Submit** button.
- 6) If the solicitation appears on the **My List** tab, and the status of your bid response is **“Draft”**, proceed to the “Bid Response is in Draft Status” below. If the solicitation does not appear on the **My List** tab, locate the solicitation on the **Other Active Opportunities** tab and determine if bid response is in **“Draft”** or **“Responded”** status. If the status is **“Draft”**, proceed to the “Bid Response is in Draft Status” steps below. If the status is **“Responded”**, proceed to the “Bid Response is in Responded Status” steps if you wish to amend your bid response.

Bid Response is in Draft Status:

- 1) Click the ellipses on the **Draft** status.
- 2) Click **Submit/Edit Your Response**.
- 3) Click the ellipses under **Addendum Actions** in the Solicitation History section of the Overview page.
- 4) Click **View & Accept Change Details**.
- 5) Review the **Addendum Details Report**.
- 6) Click the **Accept Addendum** button (if button appears indicating addendum is required prior to bid submission).
- 7) If you clicked the Accept Addendum button in previous step, click **Yes** on the “Do you want to accept this addendum?” confirmation question to accept the addendum.
- 8) Click on the appropriate pages on the navigation bar to complete the required information and revise your bid response, as applicable.
- 9) Click on **Review Response** from the navigation bar, and then click on **Submit** to submit your response.

Bid Response is in Responded Status:

- 1) Click the ellipses on the **Responded** status.
- 2) Click **Retract & Edit Response**.
- 3) Click the **Overview** page.
- 4) Click the ellipses under **Addendum Actions** in the Solicitation History section of the Overview page.
- 5) Click **View & Accept Change Details**.
- 6) Review the **Addendum Details Report**.
- 7) Click **Close**.
- 8) If no changes are necessary to your bid response, click **Close** from the **Review Response** page. If changes are necessary, proceed to Step 9.
- 9) If you need to update line item pricing and/or add additional documents as a result of the addendum, click the **Retract** button from the **Review Response** page.
- 10) A message will come up asking, “Are you sure you want to retract the Bid.” Click on **Continue** to confirm.
- 11) Click on the appropriate pages on the navigation bar to complete the required information and revise your bid response, as applicable.
- 12) Click on **Review Response** from the navigation bar, and then click on **Submit** to submit your response.

If you have not previously responded to the solicitation, follow the steps below:

- 1) Log into MissouriBUYS.
- 2) Click on the **Solicitations** navigation menu.
- 3) Click on **View Current Solicitations** for State of Missouri.
- 4) Locate the Solicitation by entering solicitation number in the Filter By Opp. No field on the **My List** tab and click the **Submit** button. If the solicitation does not appear on the **My List** tab, locate the solicitation on the **Other Active Opportunities** tab.
- 5) Click the + **Add New Response** button.
- 6) Enter a **Quote Name** in the Quote Name box.
- 7) Click **OK**.
- 8) Click the ellipses under **Addendum Actions** in the Solicitation History section of the Overview page.
- 9) Click **View & Accept Change Details**.
- 10) Review the **Addendum Details Report**.
- 11) Click the **Accept Addendum** button (if button appears indicating addendum is required prior to bid submission).
- 12) If you clicked the Accept Addendum button in previous step, click **Yes** on the “Do you want to accept this addendum?” confirmation question to accept the addendum.
- 13) Click on the appropriate pages on the navigation bar to complete the required information and revise your bid response, as applicable.
- 14) Click on **Review Response** from the navigation bar, and then click on **Submit** to submit your response.

NOTE: The electronic solicitation revision may not include all of the revisions included in the addendum document(s); therefore, the vendor is advised to download, review, and accept the addendum document(s).

Please follow these steps to accept the addendum documents(s):

- 1) If you have not accepted the original solicitation document, go to the **Overview** page, find the section titled, **Original Solicitation Documents**, review the solicitation document(s), then click on the box under **Select**, and then click on the **Accept** button.

To accept the addendum document, on the **Overview** page, find the section titled **Addendum Document**, review the addendum document(s), then click on the box under **Select**, and then click on the **Accept** button.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR PROPOSAL (RFP)

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PHONE NO.: (573) 751-4885
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The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 04/28/22). The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

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MAILING ADDRESS	
CITY, STATE, ZIP CODE	

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

Solicitation Organization:**REVISED VIA ADDENDUM #01**

This document is divided into the following parts:

- Section 1: Introduction and General Information
- Section 2: Scope of Work
- Section 3: Contractual Requirements
- Section 4: Proposal Submission Information and Requirements
- Exhibit A: Pricing Page
- Exhibit B: Current/Prior Experience Verification
- Exhibit C: Participation Commitment
- Exhibit D: Documentation of Intent to Participate
- Exhibit E: Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization and Documentation (E-Verify)
- Exhibit F: Anti-Discrimination Against Israel Act Certification
- Exhibit G: Miscellaneous Information

Attachment 1: NG9-1-1 GIS Data Remediation Services Project Assessment Quotation (PAQ)

Attachment 2: Terms and Conditions for Contractor Receipt of Federal ARPA SFRF Funds

Terms and Conditions

Deleted.

1. INTRODUCTION AND GENERAL INFORMATION

This section of the solicitation includes a brief introduction and background information about the intended acquisition for which the requirements herein are written.

1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals from prospective vendors for the development of a Qualified Vendor List (QVL) to provide Next Generation 9-1-1 (NG9-1-1) GIS data remediation services for local entities as set forth herein.

1.2 RFP Questions:

1.2.1 It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Division of Purchasing 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 solicitation.

- a. Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Vendors and their agents may not contact any Missouri 911 Service Board member, staff member, employee, local entity employee, or any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer of record.

1.2.2 Questions and issues relating to the RFP must be directed to the buyer. It is preferred that questions be e-mailed to the buyer at Kelly.Miller@oa.mo.gov.

1.2.3 All questions and issues should be submitted no later than ten calendar days prior to the due date of the solicitations. If not received prior to ten days before the solicitation due date, the Division of Purchasing may not be able to fully research and consider the respective questions or issues.

1.2.4 Upon the Division of Purchasing's consideration of questions and issues, if the Division of Purchasing 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 a RFP addendum as the questions and issues did not provide further revision or clarity to the RFP or that time was not available to provide a response. 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 State of Missouri shall be that which is contained in the RFP and any addendums thereto.

1.3 Pre-Proposal Teleconference:

1.3.1 A Pre-Proposal Teleconference regarding this Request for Proposal will be held on Monday July 17, at 11:00 a.m. Central Time.

1.3.2 Pre-Proposal Teleconference Agenda - The vendor should have a copy of the RFP for the Pre-Proposal Teleconference since it will be used as the agenda for the Pre-Proposal Teleconference.

1.3.3 Pre-Proposal Teleconference RFP Questions – All potential vendors are encouraged to participate in the Pre-Proposal Teleconference as it will be used as the forum for questions, communications, and discussions regarding the RFP. The vendor should become familiar with the RFP and develop all questions prior to the

Pre-Proposal Teleconference in order to ask questions and otherwise participate in the public communications regarding the RFP.

- a. Communication Prior to the Pre-Proposal Teleconference: The vendor may submit written communications and/or questions regarding the RFP, which reference the RFP paragraph numbers, to the buyer identified on page one. Such prior communication will provide the State of Missouri with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.
 - b. During the Pre-Proposal Teleconference, it shall be the sole responsibility of the vendor to orally address all issues previously presented to the buyer by the vendor, including any questions regarding the RFP or areas of the RFP requiring clarification.
 - c. Addendum to the RFP - Any changes needed to the RFP as a result of discussions from the Pre-Proposal Teleconference will be accomplished as an addendum to the RFP. Neither formal minutes of the Pre-Proposal Teleconference nor written records of the questions/communications will be maintained.
- 1.3.4 Pre-Proposal Teleconference Special Accommodations - Vendors are strongly encouraged to advise the Division of Purchasing within five working days of the scheduled Pre-Proposal Teleconference of any special accommodations needed for disabled personnel who will be participating in the Pre-Proposal Teleconference so that these accommodations can be made.
- 1.3.5 The vendor must contact the buyer from the Division of Purchasing as indicated on the first page of this RFP to obtain dial-in instructions. The vendor will be provided with a telephone number to dial, in order to listen and participate in the Pre-Proposal Teleconference. The vendor shall refrain from contacting the state agency.
- a. Contact the buyer by phone at (573) 751-4885 or by e-mail at kelly.miller@oa.mo.gov.

1.4 Background and Historical Usage Information:

- 1.4.1 The Missouri 911 Service Board (Board) was established in statute, [RSMo 650.325](#), 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.
- 1.4.2 Through statute the Board is specifically tasked to:
- a. Develop and implement an emergency services internet protocol network that can be shared statewide by all public safety agencies,
 - b. Implement 911 services in counties of the state where services do not exist,
 - c. Improve existing 911 systems throughout the state, promote the consolidation of the 911 services where appropriate, map and address county locations,
 - d. 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 statewide next-generation 911 system.

These services and data are paramount to promoting the successful development and improvement of 911 systems statewide.

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

- 1.4.4 NG9-1-1 requires accurate and complete GIS data. NG9-1-1 will rely on locally developed GIS data for routing 9-1-1 calls to the correct public safety answering point (PSAP) and dispatching emergency services in a NG9-1-1 environment. This requires the GIS data to be standardized for use in NG9-1-1. Significant effort will 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. Most authoritative GIS data in Missouri is created at the county or local level to meet local government needs, including 9-1-1 purposes.
- 1.4.5 Locally developed GIS data may not meet the standards necessary for NG9-1-1 or the GIS data may not exist. The Missouri NG911 GIS Consulting Services Project Report 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.

ADDED VIA ADDENDUM #01

- 1.4.6 *GAP analysis/9-1-1 data discrepancy reports, and any supporting data that was previously performed under another contract, by another vendor, or local entity will be provided to the contractor, upon request.*

ADDED VIA ADDENDUM #01

- 1.4.7 *Geodatabase template creation is not a required service under this RFP.*

ADDED VIA ADDENDUM #01

- 1.4.8 *All references to the Missouri NG9-1-1 GIS Data Standard herein is to the most current version of the Missouri NG9-1-1 GIS Data Standard as posted on the Missouri 911 Service Board's website: <https://www.missouri911.org/gis>.*

1.5 Available Documentation:

- 1.5.1 The following documentation, which is referenced herein, is available for review on the internet at the following websites (if the hyperlinks below do not open, copy and paste the link into your browser):
- a. ANational Emergency Number Association (NENA) i3 Standards: https://www.nena.org/page/i3_Stage3;
 - b. Missouri NG911 GIS Consulting Services Project Report: <https://static1.squarespace.com/static/5dd41599eeffcb7babf27472/t/61f6fa65a80f3f5a5d836a46/1643575912180/MO911SB-NG911-GIS-Consulting-Services-Project-Final-Report-20220120.pdf>;
 - c. Missouri NG911 GIS Data Standard & Best Practices: https://static1.squarespace.com/static/5dd41599eeffcb7babf27472/t/631a163a0712506b883e741e/1662654013552/MO_NG911_GIS_Data_Standard_and_Best_Practices_20210224_Update.pdf;
 - d. NENA Standard for NG9-1-1 GIS Data Model [NENA-REF-006.1-2020](#);
 - e. NENA Information Document for Synchronizing Geographic Information System Databases with MSAG & ALI (NENA standard 71-501): https://www.nena.org/page/synch_gis_msag_ali; and
 - f. NENA GIS Data Collection and Maintenance Standards (NENA 02-014): <https://www.nena.org/page/gisdatacollection>.

1.6 Current and/or Previous Contract Information:

- 1.6.1 Current or previous contracts do not exist for the services being obtained via this RFP.

- 1.7 **Glossary of Terms and Acronyms:** Whenever the following terms and acronyms appear in the RFP document or any addendum thereto, the definitions or meanings described below shall apply.

1.7.1 Technical Glossary, Acronyms, and Abbreviations:

- a. **Additional Services** means service or deliverable within the scope of the contract, but not specifically provided under any statement of work.
- b. **Board** means the Missouri 911 Service Board or any other agency contracted by the Board.

- c. **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.
- d. **Division** means a sub-unit of a state agency and is an organizational unit internal to a state agency.
- e. **Geographic Information System (GIS)** means a computer software system that enables one to visualize geographic aspects of a body of data. GIS contains the ability to translate implicit geographic data (such as a street address) into an explicit map location. GIS 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.
- f. **Local Entity or Jurisdiction** means any city, county, or government level GIS data creator and maintainer.
- g. **Master Street Address Guide (MSAG)** is a database which houses all streets and addresses within their associated postal range for emergency service purposes.
- h. **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.
- i. **Parties** means the Board and the contractor, collectively.
- j. **Party** means either the Board or the contractor, individually.
- k. **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.
- l. **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.
- m. **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.
- n. **Primary PSAP** means a PSAP equipped with automatic location identification (ALI) and automatic number identification (ANI) displays and is the first point of reception of a 911 call.
- o. **Secondary PSAP** means a PSAP equipped with automatic number identification (ANI) and automatic location identification (ALI) 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.
- p. **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.

1.8 Accuracy of Background Information:

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

END OF PART ONE: INTRODUCTION AND GENERAL INFORMATION

2. SCOPE OF WORK:

This section of the RFP includes the scope of work and provisions that shall govern the contract after RFP award. The contents of this section includes mandatory provisions that must be adhered to by the state and the contractor unless changed by a contract amendment.

2.1 General Requirements:

2.1.1 The contractor shall provide Next Generation 9-1-1 (NG9-1-1) GIS data remediation services for the Department of Public Safety (DPS), Missouri 911 Service Board (the Board) (hereinafter collectively referred to as state agency or individually as DPS or the Board) on behalf of local entities in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.

- a. For purposes of the contract, a state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government.

2.1.2 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 understand and agree that the contract shall not be construed as an exclusive arrangement.

2.1.3 Because the State of Missouri needs multiple contractors throughout the state to effectively meet the state agency's demand for NG9-1-1 GIS data remediation services, the Division of Purchasing reserves the right to add more contractors subsequent to the initial award of contract(s) by conducting a separate procurement process(es) to supplement the list of qualified vendors. Qualifying vendors may be added as additional contractors subject to the same considerations identified herein regarding award of a contract.

2.1.4 The contractor must provide NG9-1-1 GIS data remediation services for local entities to develop a fully functional, working NG9-1-1 dataset that conforms to the Missouri NG9-1-1 GIS Data Standard, which may include:

- a. Assess and document PSAP GIS operations and maintenance workflow, and

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- b. Creation, editing, and remediation of GIS data that meets a minimum validation rate of 90% *when validated against the Missouri NG911 Data Standard.*

2.1.5 When services are requested by a local entity, all services set forth in this RFP and required by the requesting local entity, shall be performed by a single contractor.

2.1.6 The contractor must follow the below identified order of reference when creating, standardizing, and maintaining GIS data for NG9-1-1 in Missouri:

1. The Missouri NG9-1-1 GIS Data Standard
2. NENA Standard for NG9-1-1 GIS Data Model
3. Local requirements

2.1.7 The contractor shall understand and agree that the GIS data must meet the criteria set forth in this document to provide accuracy, consistency, and assimilation into a statewide NG9-1-1 GIS dataset.

2.1.8 The contractor shall understand and agree that the GIS data may be reviewed by the Board at certain milestones for compliance.

2.1.9 The contractor shall not provide raw or processed data obtained or created in performance of work related to this contract to any facility or individual located outside the United States.

2.1.10 The contractor shall not utilize individuals or facilities located outside the United States to perform services related to the contract, unless the contractor provides an acceptable exception to Executive Order 04-09 and the PAQ authorizes the provisions of services from outside the continental United States. All exceptions to the Executive Order 04-09 must be approved the Division of Purchasing.

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

ADDED VIA ADDENDUM #01

2.1.12 *Cooperative Procurement Program: The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide the products and/or 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. The following website identifies the current members of the Cooperative Procurement Program: <https://purch.oa.mo.gov/media/pdf/cooperative-procurement-program-members-listing>.*

ADDED VIA ADDENDUM #01

2.1.13 *Other Entities May Order: The Division of Purchasing reserves the right to allow other government entities (e.g. cities, counties, etc.) to order from the contract.*

2.2 NG9-1-1 GIS Data Remediation Services Project Assessment Quotation (PAQ) Requirements:

2.2.1 The contractors awarded a contract from this RFP will be placed on the qualified vendor list, which will be the only contractors allowed to participate in responding to a NG9-1-1 GIS Data Remediation Services PAQ request.

2.2.2 When a local entity has a need for NG9-1-1 GIS data remediation services (hereinafter referred to as "project," in this section), the local entity will issue a NG9-1-1 GIS Data Remediation Services Project Assessment Quotation (PAQ) (Attachment 1) to a minimum of three (3) 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 PAQ process shall occur in a controlled sequence of proposals and approvals by the local entities as outlined below.

a. At the time the local entity needs to purchase a project, a detailed description, availability, and firm, fixed total price for the project will be requested from a minimum of three (3) contractors, and the local entity will award the purchase to the "lowest and best" contractor at the time, in accordance with the requirements stated herein. All terms and conditions of the contract shall apply to all PAQs. Determination of PAQ specifications for each project shall be made by the ordering local entity.

b. Other factors that affect the determination of the lowest priced qualified vendor will include consideration of Minority Owned Business Enterprises (MBE)/ Women Owned Business Enterprises (WBE) Participation, Blind/Sheltered Workshop Preference, and Service-Disabled Veteran Business Enterprises (SDVE) Preference.

2.2.3 PAQ Request- The local entity will issue a PAQ to a minimum of three (3) contractors for the project required. If the contractor cannot provide services according to the local entity's needs, the contractor must immediately notify the local entity. The contractor shall make every effort to meet the needs of the local entity. The local entity 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.

2.2.4 PAQ Response – By the date specified by the local entity in the PAQ, the contractor must respond with a PAQ response which provides a detailed description, availability, and firm, fixed total price for the project to fulfill the PAQ request. At a minimum, the contractor's PAQ response should include the following:

- a. Project Overview: A statement of the contractor’s understanding of the GIS data remediation project and the technical needs of the project.
- b. Resources: A description of the contractor’s personnel and facility/supply resources to be provided in order to fulfill the project. A description of the minimum qualifications for the contractor’s personnel being offered for the project, including a description outlining their skills, experience, and knowledge/education.
- c. Approach/Methodology: A description of the contractor’s approach for completion of the project work. 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 contractor would provide the services. 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, with 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) 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 project work 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. Availability: A statement of the contractor’s availability to meet the mandatory deadlines and estimated project start and end dates provided by the local entity for the GIS data remediation project.
- e. Cost Response: Firm, fixed total price to fulfill the project defined in the PAQ. The contractor’s PAQ cost response must delineate hourly rates and the number of hours used to derive the firm, fixed total project cost(s). The hourly rates of personnel classifications outlined in the PAQ cost response must match the contractor’s firm, fixed PAQ pricing quoted in Exhibit A, Pricing Page of the contractor’s awarded proposal. All expenses, including travel-related expenses, must be included within the firm, fixed total price. No separate or additional reimbursement shall be made for travel related expenses.
 - 1) The firm, fixed total price stated in the awarded PAQ shall not be increased unless the local entity requests a corresponding increase in the scope of work under the PAQ. In no event shall the contractor charge more than the firm, fixed total price as approved in the PAQ by the local entity, unless the local entity later amends the PAQ to increase the scope of work.
 - 2) PAQ pricing shall be based on the total cost of the project.

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- 2.2.5 Evaluation Of PAQ Responses - Each PAQ shall be evaluated based on a 200 evaluation point scale with the cost analysis representing *forty (40)* evaluation points. The local entity shall document in writing their evaluation justification regarding their award determination. The local entity will choose the “lowest and best” among the contractors at the time NG9-1-1 GIS data remediation services are needed.
- a. The local entity shall have the right to reject a PAQ response for services due to, but not limited to, noncompliance with the following: proposed method, availability, delivery time, etc.
 - 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 Compared Contractor’s Price</u>	x	40 Maximum Cost Evaluation Points	=	Awarded Cost Evaluation Points
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- c. Evaluation of Subjective (“best” score) - For each PAQ response received, the local entity shall conduct a subjective analysis in conducting a comparative assessment of the PAQ responses and shall subjectively assign a point value of up to 150 points for the subjective portion of the evaluation. The local entity shall document in writing their evaluation justification regarding their assignment of points.

2.2.6 Approval and Award of PAQ

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- a. For each PAQ response, the local entity shall total (1) the cost points derived from the cost analysis, (2) the subjective evaluation score (“best” score) awarded during the PAQ response evaluation process, (3) *the MBE/WBE Participation points awarded during the evaluation of RFPT30034902302350, and (4) the bonus preference points awarded during the evaluation of RFPT30034902302350.* The contractor with the highest total points shall be awarded the specific project.

TABLE ADDED VIA ADDENDUM #01

<i>EVALUATION ELEMENT</i>	<i>MAXIMUM POINTS</i>
<i>Cost</i>	<i>40 points</i>
<i>Subjective</i>	<i>150 points</i>
<i>MBE/WBE Participation</i>	<i>10 Points</i>
<i>TOTAL</i>	<i>200 points</i>
<i>Bonus Point Preference</i>	
<i>Organization for the Blind and Sheltered Workshop Preference</i>	<i>15 points</i>
<i>Missouri Service-Disabled Veteran Business Enterprise Preference</i>	<i>3 points</i>
<i>Details for the subjective evaluation criteria are further defined in the PAQ form, Attachment 1.</i>	

- b. The awarded contractor, the local entity, and the Board must indicate acceptance of the project by signing and dating the PAQ response document. The local entity (1) must retain one signed copy; (2) must send one copy of the signed and awarded PAQ to the contractor awardee; and (3) must send one copy of the signed and awarded PAQ to the Board. The local entity will inform all responding contractors as to who received the award.

2.2.7 Implementation/Execution of PAQ- After receipt of local entity written acceptance of a PAQ for the project, the contractor shall perform the services required in accordance with the approved PAQ accepted by the local entity. Unless otherwise specified in the PAQ, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services.

2.2.8 Modifications to PAQ – After implementation/execution of a PAQ, if the local entity determines that modifications within the intent of the PAQ are necessary or desired, the local entity will document the requested changes to the contractor with any new instructions for the project. Based on the written instructions provided by the local entity, the contractor must revise the PAQ according to the requirements for the PAQ Response specified herein, including any resulting changes in the timeline, amount to be paid to the contractor, etc.

- a. Any requested changes must still be within the intent and scope of the original PAQ and the contract.
- b. The contractor shall not proceed with implementation of services related to the revised PAQ until final written approval and authorization to proceed is obtained from the local entity and Board.

2.2.9 Termination of PAQ - The local entity shall have the right to terminate any project at any time at the sole discretion of the local entity, without penalty or recourse, by giving written notice to the contractor at least five (5) working days prior to the effective date of such termination. However, the local entity will make every attempt to provide the contractor with more than five (5) 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 PAQ prior to the effective date of the termination.

2.3 Contractor Requirements:

2.3.1 The prime contractor must have a minimum of three (3) years of experience with NG9-1-1 GIS data remediation service projects within the last five (5) years.

2.4 PSAP GIS Operations and Maintenance Workflow Requirements:

2.4.1 The contractor shall assess and document the local entity's PSAP GIS operations and maintenance workflow, which at a minimum shall include the following information:

- a. Does the PSAP have GIS Operations and Maintenance Workflow, for example address assignment workflow?
 - 1) Documented
 - 2) Undocumented
 - 3) Does not exist
- b. Who in the PSAP jurisdiction is responsible for issuing addresses, the Agency, Department, or Organization?
- c. What is the policy of the PSAP for Address Point Placement?
 - 1) Center of structure
 - 2) Entrance of driveway
 - 3) Does urban placement policy differ from rural placement?
 - 4) Other
- d. 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
- e. What CAD/Mapping software is used by PSAP?
- f. Does PSAP have GIS software, for example ArcGIS Desktop or ArcPro?
- g. Who maintains GIS database for the PSAP?
- h. Who is responsible for MSAG / ALI synchronization?
- i. If PSAP is not responsible for MSAG, then how is the PSAP informed of changes and/or updates to the MSAG?
- j. When was the GIS database last updated and how frequently is it updated?
- k. Is GIS data co-shared and/or co-maintained with other PSAPs? If so, which entities are involved?
- l. How current is the aerial imagery captured and what is its resolution?
- m. What GIS Data Layers are currently captured by the PSAP?

2.5 GIS Data Remediation Requirements:

2.5.1 The contractor shall create NG9-1-1 GIS data containing required attributes for NG9-1-1 GIS data. The contractor shall refer to the Missouri NG9-1-1 GIS Data Standard and NENA Standard for NG9-1-1 GIS Data Model for attribute creation. The contractor may add additional attribute fields to any GIS layer to meet local requirements. At the time this RFP was issued, the Missouri NG9-1-1 GIS Data Standard does not define the required Domains. The Board will provide this information once available. It is the Board's

preference 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). If not completed by the local entity, the contractor shall standardize and synchronize the local entity's existing GIS data with the local entity's MSAG and ALI as described in NENA Information Document for Synchronizing Geographic Information System Databases with MSAG & ALI (NENA standard 71-501).

2.5.2 The required layers for Missouri NG9-1-1 GIS Data Standard follows the NENA standard with the addition of the strongly recommended layers of Incorporated Municipality Boundary and County Boundary. The required 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 state agency will NOT provide funding for parcel updates and will refuse any parcel data.

- a. Required Layers – the following layers are required for the Missouri NG9-1-1 GIS Data Standard:
 - 1) Road Centerlines
 - 2) Site/Structure Address Points
 - 3) PSAP Boundaries
 - 4) Emergency Service Boundaries (law enforcement, fire/rescue, emergency medical services)
 - 5) Provisioning Boundaries
 - 6) Incorporated Municipality Boundaries
 - 7) County Boundaries
- b. Strongly Recommended – The following layers may aid in the functionality of the ECRF and LVF and are strongly recommended for call taking and dispatch operations:
 - 1) Street Name Alias Table
 - 2) Landmark Name Part Table
 - 3) Complete Landmark Name Alias Table
 - 4) States or Equivalent
 - 5) Unincorporated Community Boundary
 - 6) Neighborhood Community Boundary
 - 7) Other Emergency Service Boundaries (which at a minimum MAY include: Poison Control, Forest Service, Coast Guard, Animal Control, etc.)
- c. Recommended – The following layers complete the minimum NENA recommended GIS data for NG9-1-1 and E9-1-1 call taking and dispatch operations:
 - 1) Railroad Centerlines
 - 2) Hydrology Line
 - 3) Hydrology Polygon
 - 4) Cell Site Location
 - 5) Mile Marker Location

2.5.3 Local entities may maintain GIS data 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. The contractor shall transform GIS data in i3 to the WGS84 format for portal upload and to support interoperability between all systems and all sites across the US, as referenced in NENA STA 010.

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

2.5.4 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. The contractor shall analyze each GIS data layer, individually and in relation to others, to determine where integrity issues exist.

2.5.5 The contractor shall analyze the GIS data in accordance with the following:

- a. All 9-1-1 GIS features must adhere to topological rules as identified below:
 - 1) 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
 - 2) Points
 - Must not have duplicates
 - Must have valid geometry
 - 3) 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

Refer to the Missouri NG9-1-1 GIS Data Standard and the NENA GIS Data Collection and Maintenance Standards (NENA 02-014).

- b. Attribute content must reflect the most current, accurate values available in relation to the real world feature it describes.
- c. Addressing should be sequential and locatable.

2.5.6 The contractor should make every effort to work in conjunction with other local entities when a feature is shared on a joint boundary.

2.6 Metadata Requirements:

2.6.1 Metadata is a file of information that captures the basic characteristics of the data and information resource and represents the who, what, when, where, why, and how of the resource. The contractor shall create Metadata for all GIS data sets. The metadata shall meet the standards as set forth in the Missouri NG9-1-1 GIS Data Standard. Local entities will maintain Metadata for all GIS data sets. 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/geospatialmetadata-standards>.

2.7 Validation of Final Data Requirements:**REVISED VIA ADDENDUM #01**

- 2.7.1 The Board requires the completed GIS data be validated *against the Missouri NG911 Data Standard* utilizing the Missouri NG9-1-1 Data Aggregation and Validation System. The GIS data must pass validation with a minimum 90% pass rate by the Missouri NG9-1-1 Data Aggregation and Validation System prior to the contractor receiving payment.
- 2.7.2 The contractor shall provide confirmation of the completed GIS data validation with a minimum 90% pass rate to the local entity and the Board.

2.8 Reporting Requirements:

- 2.8.1 On a quarterly basis by no later than ten (10) calendar days after the end of the reporting period, the contractor shall provide the local entity and the Board with a progress report outlining the following:
- The specific deliverables performed/completed during the reporting period.
 - The specific deliverables completed to date and the completion dates of such deliverables.
 - The specific deliverables and projected completion date(s) remaining to be completed.

2.9 Financial Records and Document Retention:

- 2.9.1 The contractor shall maintain all financial records, supporting documentation, and all other records pertinent to the contract for a period of five (5) years from the date of the final payment by the state agency or the completion of an audit, whichever is later, or as otherwise stated in the contract.
- If any litigation, claim, negotiation, audit, investigation, or other action involving the records has been started before the expiration of the five (5) year period, the contractor shall retain the records until completion of such action and resolutions of all issues that arise from it or until the end of the regular five (5) year period, whichever is later.
 - If the state agency is subject to any litigation, claim, negotiation, audit, or other action involving the records, the state agency will notify the contractor in writing to extend the contractor's retention period.

2.10 Electronic Funds Transfer, Invoicing, and Payment Requirements:

- 2.10.1 Electronic Funds Transfer (EFT) - The State of Missouri will submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, the contractor understands and agrees the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- The contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the contractor's MissouriBUYS vendor registration.
 - The invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

- 2.10.2 Invoicing –

- a. The contractor shall submit invoices after the contractor has received confirmation of validated GIS data. The contractor shall perform the services prior to invoicing the state agency.
- b. The contractor shall invoice the state agency on the contractor's original descriptive business invoice form and submit the invoice to the address of the local entity identified in the approved PAQ.

2.10.3 Payment –

- a. Upon the receipt and approval of an invoice prepared according to the terms of the contract and with a minimum 90% pass rate by the Missouri NG9-1-1 Data Aggregation and Validation System, the state agency will pay the contractor in accordance with the firm, fixed total price in the approved PAQ.
 - 1) If the contractor fails to deliver all the services specified in the PAQ and the GIS data fails to pass validation with a minimum 90% pass rate by the Missouri NG9-1-1 Data Aggregation and Validation System, the payment for all services shall be withheld until all services have been provided to and accepted by the local entity and confirmation of the completed GIS data validation with a minimum 90% pass rate is provided to the local entity and the Board. Payment shall not be made in advance; all payments shall be made in arrears (i.e., upon delivery and acceptance of all services).

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- 2) *The State of Missouri shall bear no financial responsibility for any payments due to the contractor by non-state governmental entities (e.g. cities, counties, etc.) beyond the funding allocated by the state agency.*

- 2.10.4 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.
- 2.10.5 If the contractor is overpaid by the state agency the contractor, upon notification by the state agency, shall provide the state agency (1) with a check payable as instructed by the state agency or (2) deduct the overpayment from the invoice(s) as requested by the state agency.
- 2.10.6 Other than the payments specified in the contract, no other payments shall be made to the contractor.

END OF PART TWO: SCOPE OF WORK

3. CONTRACTUAL REQUIREMENTS

This section of the RFP includes contractual requirements and provisions that will govern the contract after RFP award. The contents of this section include mandatory provisions that must be adhered to by the state and the contractor unless changed by a contract amendment. Response to this section by the vendor is not necessary as all provisions are mandatory.

3.1 Contract:

3.1.1 A binding contract shall consist of the following documents:

- a. the most current version of the RFP (including all Exhibits and Attachments included in the RFP) as amended by: RFP addendums issued prior to bid closing, Best and Final Offer (BAFO) requests, and contract amendments;
- b. the most current version of the contractor's proposal, including the contractor's BAFO responses, state-requested clarification responses, and contract amendment responses, and the contractor's documentation, including, but not limited to, the cloud service providers' cloud services end user terms); and
- c. the Division of Purchasing's acceptance of the proposal by "notice of award".

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

3.1.3 The vendor's response, whether responding to a mandatory requirement or a desired attribute, will be binding upon the contractor in the event the vendor's proposal is accepted by the state and a contract is awarded.

3.1.4 If there is a conflict between the binding contract documents, the provisions of the RFP, as described in paragraph 3.1.1 a. of the RFP Document, will govern; otherwise, the contractor's proposal and contractor's documentation will govern.

3.1.5 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing services for the local entity, the contractor must receive a properly authorized PAQ or other form of authorization to proceed from the local entity, such as an order form, (in addition to the Division of Purchasing's "notice of award").

3.1.6 The state agency may sign or "click-through" and accept agreements if required by the contractor in order to receive software and services; however, all provisions of such agreements that conflict with the contract shall have no force or effect.

3.2 Contract Amendment: All changes to the contract must be accomplished by a formal contract amendment executed by both the contractor and the state agency prior to the effective date of such change. No other means shall be used or construed as an amendment or modification to the contract.

3.3 Contract Period: The original contract period shall be as stated on the cover page and the subsequent Notice of Award of the RFP. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

3.4 Contract Pricing: All prices shall be firm, fixed, and as indicated in the Exhibit A, Pricing Page and in the awarded PAQ. The state shall not pay nor be liable for any other additional costs, including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, liquidated damages, attorney fees, etc.

3.5 Termination: The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor

at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

3.6 Contractor Liability:

- 3.6.1 The contractor shall be responsible for any and all tort or statutory liability to third-parties (including, but not limited to, the contractor's agents, employees, and subcontractors) arising out of the contractor's provision of any equipment or services under the contract. In addition, the contractor agrees to defend and indemnify the State of Missouri, its agencies, employees, and assignees from and against all such liability.
- a. The contractor also agrees to indemnify, defend, and hold harmless the State of Missouri, its agencies, employees, and assignees from and against any and all tort or statutory liability arising out of the provision of any equipment or services by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring solely as a result of any negligent act or omission by the State of Missouri, its agencies, employees, or assignees.
 - c. The contractor shall not be responsible for any of the following: (1) third party claims against the State of Missouri for losses or damages except as described above (2) consequential damages (including lost profits or savings), even if the contractor is informed of their possibility.
- 3.6.2 The contractor shall understand and agree that pursuant to the Constitution of the State of Missouri, Article III, Section 39 the state shall not indemnify, hold harmless, or agree in advance to defend any person or entity.

3.7 Insurance:

- 3.7.1 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured. In the event any insurance coverage is canceled, the state agency must be notified at least thirty (30) calendar days prior to such cancelation.

3.8 Subcontractors:

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

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

3.9 Participation by Other Organizations:

- 3.9.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded solicitation.
 - a. The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.
 - b. The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded solicitation. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
 - c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded solicitation.
 - 1) The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

- d. No later than 30 days after the first year of the contract, the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at <https://purch.oa.mo.gov/vendor-information> or another affidavit providing the same information.

3.10 Substitution of Personnel:

- 3.10.1 The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the solicitation. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

3.11 Authorized Personnel:

- 3.11.1 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.
- 3.11.2 If the contractor is found to be in violation of this requirement or the applicable state, federal, and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- 3.11.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 3.11.4 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:
 - a. 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
 - b. Provide to the Division of Purchasing the documentation required in the exhibit titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - c. Submit to the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

- 3.11.5 In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

3.12 Anti-Discrimination Against Israel Act Contractor Requirements:

- 3.12.1 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.
- 3.12.2 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.
- 3.12.3 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.

3.13 Contractor Status:

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

3.14 Coordination:

- 3.14.1 The contractor shall fully coordinate all contract activities with those activities of the local 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 local entity, state agency, or the Division of Purchasing throughout the effective period of the contract.

3.15 Property of State:

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

3.16 Confidentiality:

- 3.16.1 The contractor shall understand and agree that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- 3.16.2 If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the

contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

3.17 Force Majeure:

3.17.1 The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the State of Missouri, if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

3.18 Federal Fund 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:

3.18.1 Federal Debarment and Suspension (Executive Orders 12549 and 12689) - The contractor certifies by signing the front page of this document that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law.

3.18.2 Applicable Laws and Regulations and Public Policy Requirements - In performing its responsibilities under the contract, the contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter 1, Chapter, II, Part 200, et al.), as applicable, including any subsequent amendments.

- a. 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. The contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.

3.18.3 Stevens Amendment - The contractor shall not issue any statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal funds without the prior approval of the state agency, and the contractor shall clearly state the following:

- a. The percentage of the total costs of the program or project that will be financed with federal money;
- b. The dollar amount of federal funds for the project or program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

3.18.4 Publicity - Any publicity releases and publications mentioning contract activities shall reference the contract number and the state agency. The contractor shall obtain approval from the state agency prior to the release of such publicity release or publications.

3.18.5 Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements - 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.

3.18.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Certification Regarding Lobbying - The contractor shall comply with all requirements of 31 U.S.C. 1352 that is incorporated herein as if fully set forth.

- a. The contractor certifies by signing the first page of the document that no federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or

employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. The contractor certifies that no funds under the contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The contractor shall not use any funds under the contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- c. The contractor certifies that no funds under the contract shall be used to pay the salary or expenses of the contractor, or an agent acting for the contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed, or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- d. The above prohibitions include any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- e. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - 1) The contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
 - 2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

3.18.7 Drug Free Workplace Act - The contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The contractor shall report any conviction of the contractor's personnel under a criminal drug statute for violations occurring on the contractor's premises or off the contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction.

3.18.8 Pro-Children Act - The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).

- a. The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18, if the services

are funded by Federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds.

- 1) The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. The contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.
- c. The contractor shall require the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly.
- d. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

3.18.9 Contractor Whistleblower Protections:

- a. The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- b. The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- c. The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

3.18.10 Human Rights and Affirmative Action:

- a. 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 the following:
 - 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that 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 that prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - 2) Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206(d));
 - 3) Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) that prohibits discrimination on the basis of sex;
 - 4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325, "ADAAA") which prohibit discrimination on the basis of disabilities;
 - 5) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) that prohibits discrimination on the basis of age;

- 6) Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
 - 7) Genetic Information Non-Discrimination Act (GINA)
 - 8) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
 - 9) Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
 - 10) Missouri Governor’s E.O. #10-24; and
 - 11) The requirements of any other nondiscrimination federal and state statutes, regulations, and executive orders that may apply to the services provided via the contract.
- b. 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, the contractor shall have and maintain an affirmative action program that shall include:
- 1) A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 - 2) The identification of a person designated to handle affirmative action;
 - 3) 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;
 - 4) The exclusion of discrimination from all collective bargaining agreements; and
 - 5) Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- c. If discrimination by a contractor is found to exist, the Division of Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Division of Purchasing until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

3.18.11 Clean Air Act and Federal Water Pollution Control 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.*).

3.19 Requirements for Federal ARPA SFRF:

3.19.1 The contractor shall understand and agree that the contract involves the use of Federal American Rescue Plan Act (ARPA) State Fiscal Recovery Fund (SFRF) funds and the contractor must comply with Attachment 2, Terms and Conditions for Contractor Receipt of Federal ARPA SFRF Funds.

END OF PART THREE: CONTRACTUAL REQUIREMENTS

4. PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS

This section of the RFP includes information and instructions to the vendor that are integral to vendors submitting a solicitation response. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the vendor in submitting a solicitation response.

4.1 Submission of Solicitation Response:

- 4.1.1 MissouriBUYS is the State of Missouri’s web-based statewide eProcurement system which is powered by WebProcure, through our partner, Proactis (<https://www.missouribuys.mo.gov>). Vendors must submit their solicitation response as an electronic response. The electronic method of submission is explained briefly below and in more detail in the step-by-step instructions provided at <https://missouribuys.mo.gov/sites/missouribuys/files/how-to-respond-to-a-solicitation.pdf>. (This document is also on the Bid Board referenced above.) Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any attachments.
- a. In order to become a registered vendor, the vendor can register by going to the MissouriBUYS Home Page referenced above, clicking the “Register” button at the top of the page, and completing the Vendor Registration.
 - b. The vendor is solely responsible for ensuring timely submission of their solicitation response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.
 - c. **NOTE:** The vendor understands and agrees that regardless of any other reference herein which implies acceptance of other than electronic proposals, until otherwise notified by a subsequent addenda, only electronic proposals through MissouriBUYS can be accepted at this time.

REVISED VIA ADDENDUM #01 – deletion of words

- 4.1.2 Electronic Response in MissouriBUYS - Vendors must submit their entire response electronically through the MissouriBUYS System website. ~~The~~ registered vendor should submit completed exhibits, forms, and other information concerning the solicitation as an attachment to the electronic response. The registered vendor is instructed to review the solicitation submission provisions carefully to ensure they are providing all required pricing.
- a. The exhibits, forms, and Pricing Page(s) provided herein can be saved, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website.
 - 1) To ensure software compatibility with the MissouriBUYS system, the vendor should complete attachments using Microsoft Word or Microsoft Excel, or if using a different application for completing attachments, the vendor should save the completed attachment as a searchable PDF document in order to preserve the formatting. A vendor’s failure to follow these instructions and instead use a different application or method for completion and submission of attachments could render some of the vendor's response in their attachments to be unreadable which could negatively impact the evaluation of the vendor's response.
- 4.1.3 Compliance with Requirements, Terms and Conditions: Vendors are cautioned that the State of Missouri shall not award a non-compliant proposal. Consequently, any vendor indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions or provisions of the RFP shall be eliminated from further consideration for award unless the state exercises its sole option to competitively negotiate the respective proposal(s) and the vendor resolves the noncompliant issue(s).

- a. The vendor is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain terms and conditions which conflict with those of the RFP and its contractual requirements.
- b. In order to ensure compliance with the RFP, the vendor should indicate agreement that, in the event of conflict between any of the vendor's response and the RFP requirements, terms and conditions, the RFP shall govern. Taking exception to the state's terms and conditions may render an vendor's proposal unacceptable and remove it from consideration for award.

4.2 Confidential Materials:

- 4.2.1 Pursuant to section 610.021, RSMo, the vendor's proposal and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.
 - a. The Division of Purchasing is a governmental body under Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "*liberally construed and their exceptions strictly construed*" to promote the public policy that records are open unless otherwise provided by law.
 - b. Regardless of any claim by a vendor as to material being confidential and not subject to copying or distribution, or how a vendor characterizes any information provided in its proposal, all material submitted by the vendor in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to Division of Purchasing after award. The vendor should presume information provided to Division of Purchasing in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law. The vendor's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal of their proposal in its entirety. It is not the State of Missouri's intention to have requested any confidential material as part of the vendor's proposal. Therefore, vendors should NOT include confidential material with their proposal.
 - c. In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
 - 1) Vendor's entire proposal including client lists, references, proposed personnel, and methodology including schedule of events and/or deliverables;
 - 2) Vendor's pricing; and
 - 3) Vendor's product specifications unless specifications specifically disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).
 - d. On-line Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website and attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document and must have the box "Confidential" selected when attaching the document. If the "Confidential" box is not selected when attaching the document, the document must be clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.

- e. Imaging Ready - Except for any portion of a proposal qualifying as confidential as determined by the Division of Purchasing as specified above, after a contract is executed or all proposals are rejected, all proposals are uploaded into the Division of Purchasing imaging system.
- The information will be available for viewing through the Internet from the Division of Purchasing Awarded Bid and Contract Document Search system. Therefore, the vendor is advised not to include any information in the proposal that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers.
 - Also, in preparing a proposal, the vendor should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal and should limit proposal content to items that provide substance, quality of content, and clarity of information.

4.3 Proposal Format:

4.3.1 To facilitate the evaluation process, the vendor is encouraged to organize their proposal into the following sections that correspond with the individual evaluation categories described herein. The vendor is cautioned that it is the vendor's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The vendor's failure to submit such information may cause an adverse impact on the evaluation of the proposal. The proposal should be page numbered.

- a. Signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.
- b. Pricing – The vendor must provide pricing as required on Exhibit A, Pricing Page.
- c. Experience – In order for the vendor to be considered for the Qualified Vendor List, the vendor must have a minimum of three (3) years of experience with NG9-1-1 GIS data remediation service projects within the last five (5) years. In order for the state to confirm that the vendor has such experience, the vendor must complete Exhibit B, Current/Prior Experience Verification to thoroughly document the experience related to the service(s) being proposed.
- d. Miscellaneous Exhibits/Information:
 - 1) Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) Participation, Organizations for the Blind and Sheltered Workshop Preference, and/or Missouri Service-Disabled Veteran Business Enterprise Participation
 - Exhibit C – Participation Commitment
 - Exhibit D – Documentation of Intent to Participate
 - 2) Exhibit E – Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization and Documentation (E-Verify)
 - 3) Exhibit F – Anti Discrimination Against Israel Act Certification
 - 4) Exhibit G – Miscellaneous Information

4.4 Competitive Negotiation of Proposals:

4.4.1 The vendor is advised that under the provisions of this Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

4.4.2 Negotiations may be conducted in person, in writing, or by telephone.

4.4.3 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing reserves the right to limit negotiations to those proposals which received the highest rankings during the

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

4.4.4 Terms, conditions, prices, methodology, or other features of the vendor's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

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

4.5 Evaluation of Vendor's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:

4.5.1 In order for the Division of Purchasing (Purchasing) 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.

- a. These targets can be met by a qualified MBE/WBE vendor themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the 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.
- c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

4.5.2 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:

- a. 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.
- b. 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.
- c. 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.
- d. If No Participation: Vendors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

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

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

4.5.4 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 proposal.

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

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

4.5.6 Definition -- Qualified MBE/WBE:

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

4.5.7 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 Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity (OEO)
 Harry S Truman Bldg., Room 870-B, P.O. Box 809, Jefferson City, MO 65102-0809
 Phone: (877) 259-2963 or (573) 751-8130
 Fax: (573) 522-8078
 Web site: <http://o eo.mo.gov>

4.6 Miscellaneous Submittal Information:

4.6.1 Organizations for the Blind and Sheltered Workshop Preference - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a five to fifteen (5-15) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

- 1) In order to qualify for the five to fifteen (5-15) bonus points, the following conditions must be met and the following evidence must be provided:
 - 1) 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.
 - 2) 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.
 - 3) 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 proposal.
 - 4) A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the proposal containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars (\$5,000) of the total contract value of proposals for purchases not exceeding ten (10) million dollars.
- b. Where the commitment in the proposal exceeds the minimum level set forth in section 34.165, RSMo to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a minimum two percent (2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the proposal (which in the formula will be expressed as a number [Vendor's Commitment Number below], not as a percentage) times two and one-half (2.5) points:

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

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

- 1) Participation Commitment - The vendor must complete Exhibit C, 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 proposal is an

organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.

- 2) Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit D, 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 proposal is an organization for the blind or sheltered workshop, the vendor is not required to complete Exhibit D, Documentation of Intent to Participate Form or provide a letter of intent.

- c. A list of Missouri sheltered workshops can be found at the following Internet address:
 Listing of Missouri Sheltered Workshops:
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
 Missouri Sheltered Workshop Products/Services Locator:
<http://moworkshops.org/services.html>
- d. 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>
- e. Commitment – If the vendor’s proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on Exhibit C, Participation Commitment, shall be interpreted as a contractual requirement.

4.6.2 Service-Disabled Veteran Business Enterprises (SDVEs) – Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (Purchasing) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). A three (3) point bonus preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified SDVE.

- a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:
- 1) 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.
 - 2) 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.
 - 3) In order to receive evaluation consideration for participation by an SDVE, the vendor must provide the following information with the proposal:
 1. Participation Commitment - The vendor must complete Exhibit C, 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 proposal is a qualified SDVE, the vendor must be listed in the appropriate table on the Participation Commitment Form.

1. Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit D, 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.
1. Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past three (3) years to the Purchasing, the vendor **must** provide the following Service-Disabled Veteran (SDV) documents:
 1. a copy of the SDV’s Certificate of Release or Discharge from Active Duty (DD Form 214), and
 2. 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:

- a) If the vendor submitting the proposal 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 D, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- b) 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>
- b. Commitment – If awarded a contract, the SDVE participation committed to by the vendor on Exhibit C, Participation Commitment, shall be interpreted as a contractual requirement.
- c. Definition - Qualified SDVE:
 - 1) 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;
 - 2) 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;
 - 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;
 - 4) 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
 - 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

4.6.3 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” (<https://revisor.mo.gov/main/OneSection.aspx?section=285.525>), 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 E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit E must be submitted prior to an award of a contract.

- 4.6.4 Anti-Discrimination Against Israel Act Certification Exhibit Instructions - Regardless of company status or number of employees, vendor is requested to complete and submit the applicable portion of Exhibit F, Anti-Discrimination Against Israel Act Certification with their response. Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a “company” (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the vendor has ten or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.
- 4.6.5 The vendor should complete and submit Exhibit G, Miscellaneous Information.
- a. If any services offered under this RFP are being performed at sites outside the United States, the vendor MUST disclose such fact and provide details in Exhibit G, Miscellaneous Information, Services Outside United States.
- 4.6.6 Federal Debarment - The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number and on Exhibit G, Miscellaneous Information.
- 4.6.7 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 Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker’s compensation/unemployment compensation)

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

4.7 Evaluation and Determination for Award:

- 4.7.1 Determination of Responsiveness - Any proposal which does not comply with the mandatory requirements of the RFP will be determined to be non-responsive and will not be considered for an award.
- 4.7.2 Determination of Responsibility and Reliability - The state shall determine the responsibility and reliability of the responsive vendors.
- a. The State of Missouri reserves the right to reject any proposal for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory

experience/performance of similar services by the vendor or any subcontractor(s) proposed to provide the NG9-1-1 GIS data remediation services within the past three (3) years, and/or (2) the vendor's inability or failure to document recent responsible and reliable past experience/performances similar to the services required.

- 4.7.3 Determination of Award – In order to ensure adequate coverage throughout the state and to meet the potentially high-demand of services, the State of Missouri anticipates contracts to all vendors determined to be responsive, and responsible and reliable.
- a. The other factor that affects the determination of award for the qualified vendor list will include Executive Order 04-09.
- 4.7.4 The vendor is advised that an evaluation committee and other subject-matter experts will be used to review and assess the proposals for responsiveness to mandatory requirements of the RFP and in accordance with the subjective evaluation criteria stated in the RFP. The ethical standards of 1 Code of State Regulation (CSR) 40- 1.050(7)(O) will apply to evaluators. Vendors can be sanctioned for unauthorized contact with any evaluator under 1 CSR 40-1.060(8)(G) and (H) available at <http://www.sos.mo.gov/adrules/csr/csr.asp>.

END OF PART FOUR: PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS

EXHIBIT A
PRICING PAGE

NG9-1-1 GIS Data Remediation Services Project Assessment Quotation (PAQ) Pricing: The vendor must state below the firm, fixed hourly rate(s) necessary for providing the services required herein in accordance with the provisions and requirements of this RFP. The hourly rate(s) specified shall be applied using the Project Assessment Quotation process described herein. The contractor shall provide all services on an as needed, if needed basis. The State of Missouri shall not guarantee any minimum or maximum amount of the contractor’s services that may be required under the contract. PAQ pricing shall include all travel expenses.

Personnel Classification	Firm, Fixed Hourly Rate for Original Contract Period
<i>If providing multiple consulting job classifications, please list consultant job classification titles and their corresponding per hour consulting rate on separate rows below:</i>	
	\$
	\$
	\$
	\$

EXHIBIT B

CURRENT/PRIOR EXPERIENCE VERIFICATION

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

Vendors must meet the following minimum mandatory experience requirements in order to be considered for an award:

- The vendor must have a minimum of three (3) years of relevant experience with NG9-1-1 GIS data remediation service projects within the last five (5) years

Therefore, the vendor’s proposal response must clearly identify how the vendor meets the minimum mandatory experience requirements.

Vendor Name or Subcontractor Name: _____	
Experience/Service Information Verification (Current/Prior Services Performed For:)	
Name of Company/Client:	
Address of Company/Client ✓ Street Address ✓ City, State, Zip	
Company/Client Contact Person Information: ✓ Name ✓ Phone number ✓ E-mail Address	
Dates of Services:	
If service/contract has terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed	

EXHIBIT C
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:	%	

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:	%	

Organization for the Blind/Sheltered Workshop Commitment Table		
<ul style="list-style-type: none"> 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. 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 vendor may propose more than one organization for the blind/sheltered workshop as part of the vendor's total committed participation. However, the services performed or products provided must still meet the requirements noted herein. 		
Name of Organization for the Blind or Sheltered Workshop Proposed	Committed Participation (\$ amount or % of total value of contract)	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <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:
Total Blind/Sheltered Workshop Percentage:	%	

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:	%	

EXHIBIT D

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 this Exhibit or letter of intent recently signed by the proposed MBE/WBE, Organization for the Blind, Sheltered Workshop, and/or SDVE documenting the following information 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 D (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 three (3) years to the Division of Purchasing (Purchasing), the vendor **must** provide the following SDV documents:

- 3. 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: The SDV’s Certificate of Release or Discharge from Active Duty (DD Form 214), and the SDV’s disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or Department of Defense determination of service connected 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.

- o No, I have not previously submitted the SDV documents specified above to Purchasing and therefore have enclosed the SDV documents.
- o Yes, I previously submitted the SDV documents specified above within the past three (3) years to Purchasing.

Date SDV Documents were Submitted: _____

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

(if applicable and known)

(NOTE: If the proposed SDVE and SDV are listed on the Purchasing SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to Purchasing within the past three [3] 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

EXHIBIT E

**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.uscis.gov/e-verify . |
| 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. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, 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 E, 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.uscis.gov/e-verify>; 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 E, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

_____	_____
<i>Authorized Representative's Signature</i>	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

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

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

EXHIBIT E, 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 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** to Which Previous E-Verify Documentation Submitted:

Date of Previous E-Verify Documentation Submission: _____

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

Authorized Business Entity Representative’s
Name (Please Print)

*Authorized Business Entity
Representative’s Signature*

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

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

EXHIBIT F, continued

BOX A – NON-COMPANY ENTITY

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

Authorized Representative’s Name (Please Print)

Authorized Representative’s Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

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

Authorized Representative’s Name (Please Print)

Authorized Representative’s Signature

Company Name

Date

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

EXHIBIT G
MISCELLANEOUS INFORMATION

Services Outside United States: Pursuant to Executive Order 04-09, subparagraph 4, (http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo04_009.pdf) no state agency shall award a contract to a vendor who contemplates performing work (or having a subcontractor perform work) pursuant to the contract at a site outside of the United States, unless one of the exceptions identified below are met.

Therefore, the vendor **MUST** disclose whether services proposed would be performed at a location outside of the United States and provide details in the space below or on an attached page.

Are any of the services being proposed by the vendor (or a proposed subcontractor) being performed at sites outside the United States? If the answer is “yes”, then provide the information below. If the answer is “no”, then you may stop here.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Identify the name of the vendor and/or proposed subcontractor(s) that would be performing services at a site outside the United States. DESCRIBE (WHO):		
Describe the services proposed to be performed at sites outside the United States. DESCRIBE (WHAT):		
Identify where the services would be performed at sites outside the United States. DESCRIBE (WHERE):		
Identify when (specific timeframe) in the life of the contract the services would be performed at sites outside the United States. DESCRIBE (WHEN):		
Identify why the services need to be performed at sites outside the United States. DESCRIBE (WHY):		
Identify whether the proposed services meet at least one of the conditions described in section 4, subparagraphs a, b, c, and d of Executive Order 04-09 and how the exception(s) is met. If the answer is “yes” and exemption applies, then provide the information below. If the answer to this question is “no”, then you may stop here.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Mark the appropriate exemption below, and provide the requested details: (a) <input type="checkbox"/> Unique good or service that is deemed mandatory pursuant to the RFP requirements and has no comparable domestically-provided good or service that can adequately duplicate the unique features provided by the vendor or its subcontractor. • EXPLAIN (HOW): _____ (b) <input type="checkbox"/> Foreign firm hired to market Missouri services/products to a foreign country. • EXPLAIN (HOW) by identifying foreign country: _____ (c) <input type="checkbox"/> A significant or substantial economic cost factor exists that outweighs the economic impact of providing the function or professional services within the United States, and such failure in using the vendor or subcontractor’s services would result in economic hardship to the state. • EXPLAIN (HOW): _____ (d) <input type="checkbox"/> 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: (HOW) _____ %		

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:	_____ %

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:	

Federal Unique Entity ID: The Unique Entity ID is the official identifier for doing business with the US Government. Vendors should register at <https://sam.gov> to be assigned an Unique Entity ID. In the table below, identify the Unique Identity ID number and, if applicable, the Parent Organization’s Unique Identity ID Number. The Parent Organization’s Unique Identity ID number is typically used by large organizations with multiple facilities in several locations. The parent organization’s number is the number assigned to the headquarters for the operation.

Vendor Name	Vendor’s Unique Identity ID Number
Parent Organization’s Name	Parent Organizations Unique Identity ID Number

Proposed Subcontractors - The vendor should identify any subcontractor(s) proposed to provide any of the services required herein.

Proposed Subcontractor Name and Address	Service Proposed to be Provided by the Proposed Subcontractor

**ATTACHMENT 1
 NG9-1-1 GIS Data Remediation Services Project Assessment Quotation (PAQ)**

This Project Assessment Quotation (PAQ) is pursuant to the Next Generation 911 GIS Data Remediation Services Qualified Vendor List (QVL) contracts awarded as a result of RFPT30034902302350. The contractor understands and agrees that the terms and conditions specified in their awarded contract apply to this PAQ, except where a term or condition in this PAQ is more restrictive than that in the above referenced contract no., in which case the PAQ terms will govern.

TO BE COMPLETED BY THE LOCAL ENTITY	
PAQ Issue Date:	PAQ Response Due Date:
Contract No.:	
Local Entity:	
Local Entity Address:	
Point of Contact at Local Entity:	
Local Entity Point of Contact's Phone Number:	
Local Entity Point of Contact's Email Address:	

TO BE COMPLETED BY THE CONTRACTOR	
Contractor Company Name:	
Contractor Address:	
Contractor Point of Contact:	
Contractor Point of Contact's Phone Number:	
Contractor Point of Contact's Email Address:	
If under this contract you committed to use a MBE, WBE, BSW, and/or SDVE, please state if you intend to use a MBE, WBE, BSW, and/or SDVE for this PAQ. Yes _____ No _____	
If your response was "Yes," please complete the information below for each MBE, WBE, BSW, and/or SDVE you propose for this PAQ (<i>add lines as necessary</i>):	
MBE, WBE, BSW, and/or SDVE Name:	
Type [MBE, WBE, BSW, and/or SDVE]:	
Percentage or Dollar Amount of work that MBE, WBE, BSW, and/or SDVE will perform for this PAQ:	
MBE, WBE, BSW, and/or SDVE Address:	
Specific work that MBE, WBE, BSW, and/or SDVE will perform, noting the PAQ provisions related to such work:	

**ATTACHMENT 1
 NG9-1-1 GIS Data Remediation Services Project Assessment Quotation (PAQ), continued**

TO BE COMPLETED BY THE LOCAL ENTITY
--

NG9-1-1 GIS DATA REMEDIATION SERVICES REQUIREMENTS:

The local entity must provide a brief description of the services required of the contractor below:

<p>INTRODUCTION/OVERVIEW: <i>(This section should provide a brief description of the project.)</i></p>		
<p>PROJECT GOALS AND OBJECTIVES: <i>(This section should provide a concise overview of the project effort goals and objectives, and how the results or end products will be used)</i></p>		
<p>REQUIREMENTS/TASKS: <i>(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)</i></p>		
<p>DELIVERABLES: <i>(This section should clearly state what the contractor must deliver)</i></p>		
<p>LOCAL ENTITY TASKS and/or RESPONSIBILITIES: <i>(This section should include Local Entity furnished data, property, and/or place of performance)</i></p>		
<p>PROJECT CLARIFICATIONS: <i>(This section should include Local Entity special information necessary for the contractor to provide an appropriate PAQ response, i.e. GIS data exists, no GIS data exists, paper maps only, maintenance frequency of any existing GIS data, etc.)</i></p>		
<p>Mandatory Deadline(s):</p>		
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; padding: 5px;">Estimated Project Start Date:</td> <td style="width:50%; padding: 5px;">Estimated Project End Date:</td> </tr> </table>	Estimated Project Start Date:	Estimated Project End Date:
Estimated Project Start Date:	Estimated Project End Date:	

**ATTACHMENT 1
 NG9-1-1 GIS Data Remediation Services Project Assessment Quotation (PAQ), continued**

TO BE COMPLETED BY THE CONTRACTOR
--

The contractor’s PAQ response must provide a detailed description, availability, and firm, fixed total price for the project to fulfill the PAQ request. At a minimum, the contractor’s PAQ response should include the following: Project Overview, Resources, Approach/Methodology, Availability and Cost Response.

NG9-1-1 GIS DATA REMEDIATION SERVICES PROJECT OVERVIEW, RESOURCES, APPROACH/METHODOLOGY, and AVAILABILITY:

Subjective Evaluation: 150 points

The contractor should complete the tables below providing a PAQ response to the following: Project Overview, Resources, Approach/Methodology, and Availability.

<p>PROJECT OVERVIEW: The contractor should provide a statement of the contractor’s understanding of the GIS data remediation project and the technical needs of the project.</p>
<p>RESOURCES: The contractor should provide a description of the contractor’s personnel and facility/supply resources to be provided in order to fulfill the project.</p> <p>The contractor should provide a description of the minimum qualifications for the contractor’s personnel being offered for the project, including a description outlining their skills, experience, and knowledge/education.</p>
<p>APPROACH/METHODOLOGY: The contractor should provide a description of the contractor’s approach for completion of the project work. The contractor’s description should include:</p> <ol style="list-style-type: none"> 1) Project Management Plan, project tracking, and reporting the progress of the project, etc. 2) Functional definition of requirements that outlines how the services 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, with 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) 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 project work 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.
<p>AVAILABILITY: The contractor should provide a statement of the contractor’s availability to meet the mandatory deadlines and estimated project start and end dates provided by the local entity for the GIS data remediation project.</p> <p>Contractor’s availability to meet the mandatory deadline(s):</p> <p>Contractor’s availability to meet the estimated Project Start and End Date:</p>

ATTACHMENT 1

NG9-1-1 GIS Data Remediation Services Project Assessment Quotation (PAQ), continued

REVISED VIA ADDENDUM #01

NG9-1-1 GIS DATA REMEDIATION SERVICES COST RESPONSE:

Objective Evaluation of Cost: 40 points

The contractor shall provide a firm, fixed total price to fulfill the project defined in the PAQ. The contractor’s PAQ cost response must delineate hourly rates and the number of hours used to derive the firm, fixed project cost(s). The hourly rates of personnel classifications outlined in the PAQ cost response must match the contractor’s firm, fixed PAQ pricing quoted in Exhibit A, Pricing Page of the contractor’s awarded proposal. All expenses, including travel-related expenses, must be included within the firm, fixed total price. No separate or additional reimbursement shall be made for travel related expenses.

Personnel Classifications	Firm, Fixed Hourly Rates (including travel)		Total Project Hours		Firm, Fixed Extended Price
	\$	X		=	\$
	\$	X		=	\$
	\$	X		=	\$
FIRM, FIXED TOTAL PRICE:					\$

APPROVALS REQUIRED TO PROCEED:

Printed Name:	Signature:	Date
Contractor:		
Local Entity:		
Missouri 911 Service Board:		

ATTACHMENT 2

TERMS AND CONDITIONS FOR CONTRACTOR RECEIPT OF FEDERAL ARPA SFRF FUNDS

I. Use of Funds: _____ (“Contractor”) understands and agrees that the funds disbursed under this contract may only be used in compliance with section 602(c) of the Social Security Act (“Act”), as added by Section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26, and the U.S. Department of the Treasury (“Treasury”)’s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement.

Period of Performance: The period of performance for this award begins on the date hereof and ends no later than December 31, 2026. Contractor may use funds provided under this agreement to cover eligible costs incurred during the period of performance, but no later than December 31, 2024.

Reporting: Contractor agrees to comply with any reporting obligations established by Treasury or the State of Missouri (“State”), as it relates to this agreement. Those reporting obligations shall include, without limitation, the following: [SPECIFIC REPORTING OBLIGATIONS].

Maintenance of and Access to Records: Contractor shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds. Contractor shall also maintain records and financial documents: 1. sufficient for the State, with respect to Contractor’s participation in this agreement, to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds; and 2. necessary for the State, with respect to Contractor’s participation in this agreement, to comply with obligations under 2 C.F.R. Part 200 and any other applicable law. The Treasury Office of Inspector General, the Government Accountability Office, their authorized representatives, the State, or its authorized representatives, shall have the right of access to records and documents (electronic and otherwise) of Contractor in order to conduct audits or other investigations or reviews. Records shall be maintained by Contractor for a period of five (5) years after the end of the period of performance. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats. Contractor’s obligations under this section shall include, without limitation, maintenance of the following specified types of records and financial documents: [ADDITIONAL SPECIFIC TYPES OF RECORDS/DOCUMENTS TO BE MAINTAINED (e.g., particular sorts of financial documents that facilitate reviews from administrators and/or accountants, particular fields of information for certain identified types of transactions).]

Pre-award Costs: Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this agreement.

Compliance with Applicable Law and Regulations: Contractor agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Contractor also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this agreement.

Federal regulations applicable to this agreement include, without limitation, the following:

i. If the amount of this agreement is expected to equal or exceed \$25,000, or if this agreement is for federally-required audit services, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part's Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;

ii. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;

iii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and

iv. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this agreement include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. For local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions: The State reserves the right to impose additional conditions or requirements on Contractor's receipt of this funds under this agreement, as the State deems necessary or advisable, in order to facilitate compliance with any existing or additional conditions or requirements imposed upon the State by Treasury for the State's receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of funds under this agreement in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Contractor's acts or omissions respecting this agreement. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Contractor's receipt of funds under this agreement or to recoup such funds in whole or in part, under this agreement or other applicable law.

Hatch Act: Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements: Contractor understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications: Any publications produced with funds from this agreement must display the following language: “This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury.”

Debts Owed State and Federal Government: Any funds paid to Contractor (1) in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of this agreement; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Contractor shall constitute a debt owed by the State to the federal government. In such instance, the funds constituting the State’s debt to the federal government shall also constitute Contractor’s debt to the State. Debts owed by Contractor to the State must be paid promptly by Contractor. A debt owed the State by Contractor under this agreement is delinquent if it has not been paid by the date specified in the State’s initial demand for payment, unless other satisfactory arrangements have been made or if Contractor knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the “Remedial Actions” paragraph found in this same section (I) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Contractor.

Disclaimer: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this agreement.

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is hereby encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles, and to encourage any subcontractors to do the same.

Reducing Text Messaging While Driving: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Contractor to adopt and enforce policies that ban text messaging while driving, and to encourage any subcontractors to do the same.¹

¹ Section I is based on requirements set forth in Treasury’s Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021.

II. By entering into this agreement, Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Contractor acknowledges that federal Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (“LEP”). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Contractor’s programs, services, and activities.

Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assignees for the period in which such assistance is provided.

Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.

Contractor shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Contractor shall comply with information requests, on-site compliance review, and reporting requirements.

Contractor shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Contractor shall provide to the State documentation of an administrative agency’s or court’s findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Contractor and the administrative agency that makes any such finding. If Contractor settles a case or matter alleging such discrimination, Contractor must provide to the

State documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, Contractor shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section’s obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Contractor is in compliance with the aforementioned nondiscrimination requirements.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Contractor.²

Date: _____

Signature of Authorized Representative

Printed Name of Authorized Representative

III. This agreement shall be conducted in accordance with the standards set forth at 2 C.F.R. §§ 200.317 through 200.327, as applicable. Pursuant to 2 C.F.R. § 200.327 and Appendix II to Part 200 of Title 2 of the C.F.R.:

i. Contracts for more than \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. [REMEDIES CLAUSES.]

ii. All contracts in excess of \$10,000 must address termination for cause and for convenience by the State, including the manner by which it will be effected and the basis for settlement. [TERMINATION CLAUSES.]

iii. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” [EQUAL OPPORTUNITY CLAUSE AT 41 C.F.R. 60-1.4(b).]

iv. When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29

² Section II is based on requirements set forth in Treasury’s Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021.

C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.[DAVIS-BACON AND ANTI-KICKBACK CLAUSES AT 29 C.F.R. §§ 5.5(a)(1)–5.5(a)(10).]

v. Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. [CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLAUSES AT 29 C.F.R. §§ 5.5(b)(1)–5.5(b)(4).]³

vi. If the State or Contractor wishes to enter into a contract or subcontract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the State’s award of ARPA funds or this agreement, the State and/or Contractor must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

vii. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). [CLAUSE REQUIRING COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REGULATIONS ISSUED

³ Additionally, “in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in [29 C.F.R.] § 5.1,” 29 C.F.R. § 5.5(c) requires that another clause be included “in any such contract,” *id.* For language appropriate to construction of this additional clause, see 29 C.F.R. § 5.5(c).

PURSUANT TO CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED.]

viii. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. This requirement applies when the amount of the agreement is expected to equal or exceed \$25,000, or if the agreement is for federally-required audit services. 2 C.F.R. § 180.220. [This agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19. As such, the State is required to verify that neither Contractor nor any of Contractor's principals (defined at 2 C.F.R. § 180.995 and 31 C.F.R. § 19.995) or affiliates (defined at 2 C.F.R. § 180.905 and 31 C.F.R. § 19.905) is excluded (defined at 2 C.F.R. § 180.940 and 31 C.F.R. § 19.945) or disqualified (defined at 2 C.F.R. § 180.935 and 31 C.F.R. § 19.940). The State may make this verification by collecting a certification from Contractor, or by adding a clause or condition to this agreement. 2 C.F.R. § 180.300 and 31 C.F.R. § 19.300. Contractor hereby certifies that neither Contractor nor any of Contractor's principals or affiliates is excluded or disqualified. This certification is a material representation of fact relied upon by the State in entering into this agreement. Contractor shall comply with 2 C.F.R. Part 180, subpart C, and 31 C.F.R. Part 19, subpart C, throughout the term of this agreement, and Contractor must include a requirement to so comply with these regulations in any lower-tier covered transaction it enters into under this agreement. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180 and 31 C.F.R. Part 19, in addition to remedies available to the State for this non-compliance, the U.S. government may pursue available remedies, included but not limited to suspension and/or debarment.]

ix. Contractors that apply or bid for an award exceeding \$100,000 must file the certification required by 31 U.S.C. § 1352, the Byrd Anti-Lobbying Amendment. Under that law, each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [CERTIFICATION AT 31 C.F.R. PART 21, APP. A, AND ACCOMPANYING SIGNATURE BLOCK.]

x. A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: 1. competitively within a timeframe providing for compliance with this agreement's performance schedule; 2. meeting this agreement's performance requirements; or 3. at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

xi. Pursuant to Pub. L. No. 115-232, H.R. 5515 (115th Congress, 2018), and 2 C.F.R. § 200.216, funds provided by this agreement shall not be obligated or expended to: 1. Procure or obtain; 2. Extend or renew a contract to procure or obtain; or 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. For purposes of this prohibition, “covered telecommunications equipment or services” has the meaning as set forth at Sec. 889(f)(3) of Pub. L. No. 115-232. *See also* 2 C.F.R. § 200.216.

xii. Pursuant to 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this provision: 1. “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. 2. “manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

1. TERMINOLOGY/DEFINITIONS

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

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing (Purchasing)**. The agency is also responsible for payment.
- b. **Addendum** means a written, official modification to an RFP.
- c. **Amendment** means a written, official modification to a contract.
- d. **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.
- e. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- f. **Vendor** means the supplier, offeror, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- g. **Buyer** means the procurement staff member of Purchasing. The **Contact Person** as referenced herein is usually the Buyer.
- h. **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.
- i. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with the sealed proposal prior to the specified end date and time.
- k. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing 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.
 - l. **May** means that a certain feature, component, or action is permissible, but not required.
 - m. **Must** means that a certain feature, component, or action is a mandatory condition.
 - n. **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 proposal prior to the specified proposal end date and time.
 - o. **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.
 - p. **Shall** has the same meaning as the word **must**.
 - q. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise Purchasing 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 proposal process, etc., must be directed to the buyer from Purchasing, 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 proposal end date.
- b. 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 ten calendar days prior to the RFP end date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by Purchasing 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.
- d. Purchasing 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.
- e. The RFP is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those proposal opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuy.com.gov/>.
- f. Purchasing reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the RFP on-line prior to an addendum being

issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the RFP.

4. PREPARATION OF PROPOSALS

- a. Vendors **must** examine the entire RFP carefully. Failure to do so shall be at the vendor's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The 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 proposal. 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. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a vendor may submit a proposal 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 Purchasing. If Purchasing determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign 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 proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Registered vendors must submit sealed proposals electronically through the MissouriBUYS Statewide eProcurement System (a secured, electronic database) at <https://missouribuys.mo.gov/> no later than the exact end date and time specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the RFP, and (3) be priced as required. Unless the RFP specifies otherwise, no other means of proposal submission, modification, or retraction or withdrawal shall be allowed.
- b. Proposals may be modified on-line in MissouriBUYS, prior to the official end date and time. Other requests to modify a proposal shall not be honored.
- c. Proposals may be retracted on-line in MissouriBUYS prior to the official end date and time. Other requests to withdraw a proposal shall not be honored.
- d. A proposal may also be withdrawn after the proposal 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 proposal information that may cause irreparable harm to the vendor.
- e. When submitting a proposal electronically, the registered vendor indicates acceptance of all RFP requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Failure to do so may result in rejection of the proposal unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- f. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the end date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the MissouriBUYS Statewide eProcurement System. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the MissouriBUYS Statewide eProcurement System 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 proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 15-06, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

- b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by Purchasing to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the vendor whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the 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, and all applicable Executive Orders.
- e. In the event all vendors fail to meet the same mandatory requirement in an RFP, Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. Purchasing reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a vendor, from vendor's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those vendors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.
- j. Any award of a contract shall be made by notification from Purchasing to the successful vendor. Purchasing 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 Purchasing based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. Purchasing posts all proposal results on the MissouriBUYS Statewide eProcurement System for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Vendors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. Purchasing 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.
- n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050.
- o. The final determination of contract(s) award shall be made by Purchasing.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, 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.
- b. 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 proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) Purchasing's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and Purchasing or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

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

11. DELIVERY

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

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to

any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

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

14. CONFLICT OF INTEREST

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

15. REMEDIES AND RIGHTS

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

16. CANCELLATION OF CONTRACT

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

17. COMMUNICATIONS AND NOTICES

Any notice to the 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.

18. BANKRUPTCY OR INSOLVENCY

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

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

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

21. AMERICANS WITH DISABILITIES ACT

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

22. FILING AND PAYMENT OF TAXES

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

23. TITLES

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

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