

**Missouri 911 Service Board
Request for Proposal
NextGen911 GIS Consulting Services**



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1. GENERAL INFORMATION

1.1. Introduction and Purpose

The purpose of this Request for Proposal (RFP) is to provide interested parties with information to enable them to prepare and submit a proposal for Next Generation 911 (NG911) Geographic Information Systems (GIS) consulting services to prepare for statewide NG911 implementation.

The Missouri 911 Service Board (Board) intends to use the results of this solicitation to award a contract for such services.

1.2. Scope and Objectives

NG911 will rely heavily on locally developed GIS data for routing 911 calls to the correct Public Safety Answering Point (PSAP) and dispatching emergency services in a NG911 environment. Significant effort must be made by each jurisdiction to ensure that mission critical GIS data layers are accurate, maintained on a regular and frequent basis, and conform to established standards for NG911.

To guarantee the success of NG911, jurisdictions must have state-level support and resources available to ensure GIS data is current and accurate. As Missouri looks to implement NG911, the Board seeks to provide support to local jurisdiction partners through education, standards development, data assessment, and future planning.

The Board is requesting GIS consulting services to assist with NG911 GIS standards development, statewide GIS data gathering and assessment, stakeholder education, and final gap analysis reports. The primary objectives of this solicitation and the subsequent Contract include:

- 1) Assist the state in establishing a set of NG911 GIS standards to be used to normalize GIS datasets.
- 2) Complete individual assessments to determine local jurisdictions' level of compliance with a set of NG911 GIS standards.
- 3) Stakeholder education to communicate changes to GIS for NG911 and other topics necessary for preparing and maintaining local GIS data for use in a statewide NG911 system.
- 4) Final gap analysis reports detailing the results of the project.

1.3. Background and Current Operations

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

1.3.1. Governance

Per 650.325, RSMo the Missouri 911 Service Board was established and is charged with assisting and advising the state in ensuring the availability, implementation and enhancement of a statewide emergency telephone number common to all jurisdictions through research, planning, training, and education, but shall have no authority over communications service providers as defined in section 190.400. The board shall represent all entities and jurisdictions before appropriate policy-making authorities and the general assembly and shall strive toward the immediate access to emergency services for all citizens of this state, including text to 911.

1.3.2. Current GIS Environment

Most of the authoritative GIS data in Missouri is created at the local level. The Board is looking to leverage local GIS data for a Missouri NG911 system, however additional funding for data development may be necessary to meet the specifications of a Missouri NG911 system.

Local jurisdictions in Missouri have worked independently and alongside many GIS and 911/Addressing and Mapping companies for the past 30 years to create and maintain GIS data for use in 911 mapping addressing, and computer aided dispatch (CAD) applications. Most, but not all, Missouri local

governments providing addressing services maintain GIS data in an ESRI data format for 911 required layers, including road centerlines, address points, emergency service zones (ESZ), and ancillary data types. Some agencies maintain data in other digital formats (e.g., AutoCAD and MapInfo). Some local jurisdictions have no in-house mapping or addressing. There are no existing state contracts for 911 services.

GIS data may be maintained by one or more municipalities, county government agencies, third party service providers, or 911 agencies. Various government offices use and maintain GIS for 911, including planning and zoning, flood plains, rural addressing, 911, the assessor, the county clerk, road departments, utilities, and IT. It is common in Missouri for 911 to maintain and use addressing and GIS layers for 911 call location.

In Missouri, there is no statewide accepted postal city boundary layer and no uniformly adopted source for county boundaries. Several different national and other sources are used throughout the state. Some local jurisdictions have adjusted these national layer boundaries to adhere to the legal descriptions in their parcel fabrics. Not all local jurisdictions have digitized their parcel data and not all municipal boundaries are updated in GIS format. There are a variety of data repositories available and additional data is available from state agencies such as the Missouri Department of Natural Resources, Missouri Department of Transportation and the Missouri Spatial Data Information Service (MSDIS). The Board's NG911 project will be one of the first statewide efforts to standardize jurisdictional data statewide and at local government levels.

The State of Missouri is served by several 911 database providers and master street address guide (MSAG), and automated location information (ALI) standards differ among service providers. Some MSAGs use postal communities and others use incorporated/non-incorporated areas as communities.

1.4. Project Plan and Deliverables

Contractor will work, in partnership with the Board, Board Staff, and GIS Subcommittee, to provide the services outlined below. In addition, the Board will be releasing a separate RFP seeking a third-party firm to



assist in the overall NG911 implementation project. The task categories and associated deliverables below are listed in *general* chronological order. Work for this project must be completed by December 31, 2021.

1.4.1. Task 1: NextGen911 GIS Standards Development

Description: Contractor will assist the State in establishing a set of NG911 GIS schema and standards to be used to normalize GIS datasets maintained at the local level. The NENA NG911 GIS Data Model (NENA-STA-006.1-2020) shall be used as the foundation for Missouri’s NG911 GIS schemas. They will define a common data model and set minimum accuracy benchmarks to be attained before local data is integrated into the statewide dataset.

As part of the Missouri NG911 GIS standard/schema development process, the Contractor will assist with developing recommendations and best practices for creating and maintaining the required layers for NG911 call routing and call dispatching to ensure Missouri is prepared for NG911 implementation and any future expansions.

Contractor will participate in scheduled GIS Subcommittee and regional meetings, in-person or by web conference, as part of the standards/schema development process and until they are formalized. Contractor will formally document the final NG911 GIS standards/schemas for Missouri to serve as a guide for local jurisdictions in updating their GIS data to meet NG911 standards.

Timeline: Target completion date is no later than December 30, 2020.

Deliverables

1. Initial kick off meeting with Board staff.
2. Participation in GIS Subcommittee and/or regional meetings including an initial kick off meeting.
3. Missouri NG911 GIS Data Standards Guide outlining:
 - a. Required NG911 GIS data layers.
 - b. Missouri NG911 GIS data model.
 - c. GIS synchronization and accuracy standards/benchmarks.
 - d. Statewide recommendations and best practices for creating and maintaining GIS layers including, but not limited to the following examples:
 - i. Road centerline segmentation and placement.
 - ii. Naming and/or addressing conventions for transportation situations including interstates, highways, interchanges, rest areas, on/off ramps.
 - iii. Address ranges.
 - iv. Point placement for special cases to include: multiple addresses with one parcel (university/college campuses, apartment complexes, mobile home parks, shopping centers) and one parcel with multiple polygons.

1.4.2. Task 2: GIS Data Gathering and Assessment

Description: Contractor will perform an assessment to determine each local jurisdiction's level of compliance with the State NG911 standards/schemas established in Task 1.

Contractor must utilize existing data libraries such as MSDIS (<http://msdis.missouri.edu/>) and request current copies of the existing GIS data layers from PSAPs and local governments for review, as well as copies of the MSAG and ALI databases in order to determine the synchronization rate with the GIS data. The Board will issue the request for any data in consultation with the Contractor, but local jurisdiction data delivery status must be tracked by the Contractor and made available to the Board.

Timeline: Target completion date is no later than June 30, 2021. Note: Deliverable 4 (Preliminary Cost Analysis for GIS Database Management) must be completed by June 30, 2021.

Deliverables

1. A data analysis report, including recommendations for GIS data remediation for each local jurisdiction (other than those that refused to provide requested data to the Board), as well as a description of how the analysis was completed, what fields were used, etc. The analysis description should be sufficient to allow understanding and replication of the analysis process at a jurisdictional level, if necessary.
2. One conference call per participating local jurisdiction following the delivery of the analysis report.
3. A preliminary estimate of the cost of ongoing efforts to collect meaningful and useful GIS data and manage it in a database for the Board. The Board desires to avoid collecting data that would become static datasets after the initial project is complete.
4. Monthly updated tracking document as the analysis progresses with a touch base conference call for the project team.

1.4.3. Task 3: Stakeholder Education

Description: Based on the standards established in Task 1, the Contractor will host an in-person educational session at an applicable state association conference (e.g. MPSCC) covering GIS standards, data requirements for NG911 call routing/dispatching, assessment, compliance effort to meet the established standard, and other topics necessary for preparing and maintaining local GIS data for use in a statewide NG911 system. A recorded interactive webinar is also required for future use by the Board. Contractor will also present at up to three (3) events.

Timeline: Ongoing, as needed

Deliverables

1. In-person educational session(s).
2. Recorded and on-line available educational session(s).
3. One recorded webinar.
4. Up to three in-person presentations.

1.4.4. Task 4: Final Reports and Future Planning

Description: Contractor will prepare a final report detailing the results of the project. At a minimum, the report will include:

1. Executive Summary.
2. Missouri NG911 GIS standards/schemas.
 - a. Definition of required GIS data layers.
 - b. Missouri NG911 GIS Data Model and Template.
 - c. GIS synchronization and accuracy standards/benchmarks.

3. Local GIS Data Assessment Results.
 - a. Local jurisdiction Assessment statistics.
 - b. Local jurisdiction categorization by available GIS data.
 - c. Summary of recommended GIS data updates by local jurisdiction.
4. GIS for NG911 – What are the next steps for Missouri.
 - a. At a minimum, the report should cover options for Missouri to manage GIS data necessary for NG911, inclusive of quality control, data layer development and maintenance, data synchronization, and consolidating GIS data into a statewide dataset for NG911 purposes through local personnel using existing mapping and analytics platforms or vendor solutions or present other viable options.
 - b. Establish options for tools and processes to remediate and/or integrate local GIS data for NG911.
 - c. Establish options for NG911 GIS workflows and concepts of operation that include governance, roles, responsibilities, activities, and identification of existing state efforts that can be leveraged for the NG911 initiative.
 - d. Establish options for QA/QC processes.
 - e. Establish costs at the state and local levels to implement and maintain statewide dataset(s).
 - f. Evaluate state and local statutes that would impact the collection of GIS data for NG911 statewide.

Timeline: Must be submitted to the Board and approved by December 31, 2021.

Deliverables

1. Final Gap Analysis and Project Report.
2. In-person presentations at a Subcommittee and Service Board meeting.

1.5. Procuring and Contracting Agency

This RFP is issued by the Missouri 911 Service Board which is the sole point of contact during the selection process. The person responsible for managing the procurement process is Brian Maydwell, Executive Director.

If a Contract resulting from this RFP is awarded, it shall be administered by the Board. The Board representatives serving as the contract administrator shall be determined at the time of contract negotiations.

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

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

Questions Regarding the RFP – Except as may be otherwise stated herein, the vendor and the vendor’s agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the person managing the procurement process. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the procurement process manager.

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

From the date of release of this RFP until contract execution, all contacts with the Missouri 911 Service Board and personnel regarding the RFP shall be made through Brian Maydwell, Executive Director via email only at brian.maydwell@missouri911.org.

No phone calls, emails, or other correspondence to other Board Members, Staff or committee members regarding this procurement are permitted during the procurement process. Violation of these conditions may be considered sufficient cause for automatic rejection of a Proposal. All oral communications are

unofficial and non-binding on the Board. Proposers shall rely only on written statements issued by the Procurement Manager.

1.8. News Releases

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

1.9. Proposer Conference

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

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

1.10. Reasonable Accommodations

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

1.11. Calendar of Events

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

| DATE | EVENT |
|---|---|
| Wednesday, June 17, 2020 | Date of Issue of the RFP |
| 5:00 p.m. CST, Friday, July 17, 2020 | Proposals due from Proposers |
| Week of July 13, 2020 (tentative) | Presentations from invited Proposers, if required |

**** Questions shall be submitted in the format described above in Section 1.6-Clarifications**

1.12. Contract Term

The Term of this contract is from Effective Date until the work is completed to the satisfaction of the Board and the Contractor is paid or December 31, 2021, whichever is sooner.

1.13. Retention of Rights

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

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

1.14. No Obligation to Contract

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

1.15. Contract Volume

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

1.16. Terms and 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. The meanings shall be applicable to the singular, plural, masculine, feminine, and neuter.

Addendum means a written, official modification to an RFP.

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

Amendment means a written, official modification to a contract.

Attachment applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.

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

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

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

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

Contract means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.

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

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

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

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

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

Emergency Services Internet Protocol Network (ESInet) means a managed Internet protocol network that is used for emergency services and can be shared by all public safety answering points in Missouri. It provides the IP transport infrastructure upon which independent application platforms and core functional processes can be deployed, including, but not restricted to, those necessary for providing NG911 services. ESInets may be contracted from a mix of dedicated and shared facilities. ESInets may be interconnected at local, regional, state, federal, national, and international levels to form an IP based inter-network (network of networks).

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

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.

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

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

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

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

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

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

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

Parties means the Board and the Contractor, collectively.

Party means either the Board or the Contractor, individually.

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

Pricing Page(s) applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the vendor with the sealed proposal prior to the specified proposal end date and time.

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

Proposal End Date and Time and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.

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

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

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

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

Request for Proposal (RFP) means the solicitation document issued by the Board to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.

RSMo (Revised Statutes of Missouri) refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.

SDVE means a Service-Disabled Veteran Business Enterprise

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

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

Shall has the same meaning as the word must.

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

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

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

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

2. PREPARING AND SUBMITTING A PROPOSAL

Preparing

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

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

Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the 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.

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.

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 the Board. If the Board determines clarification of the statutory

limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.

All equipment and supplies offered in a 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.

Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.

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.

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.

Submitting

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

A proposal submitted electronically by a vendor may be modified prior to the official end date and time by resubmission and e-mail explanation of which proposal the Board should entertain. A proposal which has been delivered to the Board/agent's office may be modified by signed, written notice which has been received by the Board prior to the official end date and time specified. Telephone or telegraphic requests to modify a proposal shall not be honored.

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

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.

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

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

2.1. General Instructions

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

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

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

2.2. Incurring Cost

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

2.3. Submitting a Proposal

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

Regardless of submittal method, the due date and time is the same. All Proposals shall be received by no later than 5:00:00 p.m. CST. on **Friday, July 3, 2020.**

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

2.3.1. Electronic Bid Submittal (Strongly Preferred)

Respond to admin@missouri911.org. Proposers that submit Proposals electronically do not need to submit a hard copy by mail unless directed to do so elsewhere in this RFP.

2.3.2. Hard Copy Proposal Submittal

Proposers may submit their Proposals by mail or otherwise provide a hard copy. Any Proposer electing to submit in this manner instead of the strongly preferred electronic manner shall submit an original and five (5) hard copies for a total of six (6) hard copies and one electronic version compatible with the Microsoft Office standard desktop tools on a CD.

Hard copy Proposals shall be sent to:

USPS ADDRESS

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

COMMON CARRIER ADDRESS

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

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

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

2.3.3. Cost Proposal Submission

Costs should be subdivided as much as possible as they relate to each related deliverable in section 1.4.

2.3.4. Hand Delivered Proposals

For all hand-delivered Proposals, please plan additional time to account for any security process the Board or Board Staff determine should be completed. The Board is not responsible for deliveries not received by the deadline.

2.4. Cost Proposal Submission

Provide all costs, including all costs for furnishing the product(s) and/or service(s) required by this RFP. Identify all assumptions made related to costs.

2.5. Affidavit of Work Authorization and Documentation:

Pursuant to Section 285.530, RSMo, if the vendor meets the Section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/stathtml/28500005251.html>), the vendor must affirm the vendor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor should complete applicable portions of Exhibit C, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit C must be submitted prior to an award of a contract.

2.6. Debarment Certification:

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

2.7. Miscellaneous Submittal Information:

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

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

Vendors as Employees - Vendors who are employees of the State of Missouri, a member of the Missouri General Assembly or a statewide elected official should complete, sign and return Exhibit C with their proposal. This document must be satisfactorily completed prior to award of the contract.

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

2.8. Business Compliance

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

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

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

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

2.9. Proposal Organization and Format

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

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

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

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

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

Proposers shall not label or identify their entire Proposal as confidential.

- ❑ **Table of Contents:** Provide a table of contents for the Proposal submitted.
- ❑ **Optional Exhibits A and B:** *Vendors should complete the optional exhibits related to MBE/WBE, SDVE and Miscellaneous information if they apply to their proposal.*
- ❑ **Required Exhibits C, D and E:** *Complete the required exhibits for Work affidavits and Debarment.*
- ❑ **Transmittal Letter:** The transmittal letter should be written on the Proposer's official business stationery and shall be signed by an official authorized to legally bind the Proposer. The transmittal letter shall state, excepting for obvious typographical errors, in boldface type:

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

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

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

Via the transmittal letter, the Proposer shall also:

1. Indicate that it understands and agrees that it has an affirmative duty to inquire about and seek clarification of any question or other item in the RFP that Proposer does not fully understand or that Proposer reasonably believes is susceptible to more than one interpretation;
2. Include a statement that its organization or an agent of the Proposer's organization has arrived at the prices and discounts without consultation, communication or agreement with any other Proposer or with any competitor for the purpose of restricting competition;
3. Include a statement that it has not paid, and shall not pay, any bonus, commission, fee or gratuity to any employee or official of the Board for the purpose of obtaining any Contract or award issued by the Board. The Proposer shall further warrant that no officer or employee of the Board has any direct or indirect financial or personally beneficial interest in the subject matter of the awarded Contract, and no obligation or contract for future award of compensation has been proposed as an inducement or consideration for making the award Contract. Subsequent discovery by the Board of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding Contracts;
4. Include a statement that no attempt has been made or shall be made by the Proposer or by any agent of the Proposer to induce any other person or firm to submit or not submit a Proposal for restricting competition;
5. Include a statement acknowledging the Proposal conforms to all requirements of the Board, including procurement rules and procedures articulated in this RFP; and
6. Acknowledge the receipt of RFP addenda; if none has been posted, include a statement to that effect.

- ❑ **Response to Mandatory Requirements: Using Attachment 1**, provide the information and documentation specified in Section 4 of this RFP. Responses to requirements should be in the same sequence and numbered as they appear in the RFP. Include all required documentation.
- ❑ **Response to General Requirements:** Provide a point-by-point response to each requirement specified in Section 5 of this RFP. Responses to requirements should be in the same sequence and numbered as they appear in the RFP.
- ❑ **Response to Technical Requirements:** Provide a point-by-point response to each requirement specified in Section 6 of this RFP. Responses to requirements should be in the same sequence and numbered as they appear in this RFP.
- ❑ **Response to Overall Cost:** provide an overall cost for the entire proposal and a breakdown of costs for each Task outlined in Section 1.4.
- ❑ **Value Added Options:** Response to this Section 7 is optional and will have no impact on Proposers' evaluation scores. Pricing for such services shall be addressed in the appropriate worksheet of the Cost Proposal.

2.10. Multiple Proposals

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

2.11. Withdrawal of Proposals

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

3. EVALUATION AND CONTRACT AWARD

Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended 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.

Any pricing information submitted by a vendor shall be subject to evaluation if deemed by the Board to be in the best interest of the Board.

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

Awards shall be made to the vendor whose 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.

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

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

When evaluating a proposal, the Board 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.

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.

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.

Any award of a contract shall be made by notification from the Board to the successful vendor. The Board reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Board based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the Board.

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

The Board 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.

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

Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).

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

3.1. Preliminary Evaluation

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

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

3.2. Evaluation Committee

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

3.3. Proposal Scoring

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

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

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

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

3.4. Evaluation Criteria

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

| Evaluation Criteria | Source | Points | Weight (%) |
|--------------------------------|---------------------|--------|------------|
| 1. General Requirements | 5 | 300 | 30% |
| 2. Technical Requirements | 6 | 600 | 60% |
| 3. Cost | Total Proposal Cost | 100 | 10% |
| Total Available Points* | | 1,000* | 100%* |

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

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

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

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

In order for the Board to meet the provisions of Executive Order 05-30, the vendor should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

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

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

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

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

If Participation Meets Target - Vendors proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE participation evaluation points.

If Participation Exceeds Target - Vendors proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.

If Participation Below Target - Vendors proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE participation evaluation points than the maximum MBE/WBE participation evaluation points.

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

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

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

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

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

3.5.4. Definition -- Qualified MBE/WBE:

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

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

Office of Administration, Office of Equal Opportunity (OEO)

Harry S Truman Bldg., Room 630, P.O. Box 809, Jefferson City, MO 65102-0809

Phone: (877) 259-2963 or (573) 751-8130

Fax: (573) 522-8078

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

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

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

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

The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.

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

If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the requested information with the proposal.

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.

3.6.1.1. 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.

- Participation Commitment - The vendor must complete Exhibit A, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.

- Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit B, Documentation of Intent to Participate Form or letter of intent recently signed by the proposed organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

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

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

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

3.6.3. The websites for the Missouri Lighthouse for the Blind and the Alhambra Association for the Blind can be found at the following Internet addresses:

<http://www.lhbindustries.com>

<http://www.alhambra.org>

3.6.4. Commitment

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

3.7. Service-Disabled Veteran Business Enterprises (SDVEs)

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

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

- The vendor must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
- The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- In order to receive evaluation consideration for participation by an SDVE, the vendor must provide the following information with the proposal:
 - Participation Commitment - The vendor must complete Exhibit A, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the vendor submitting the proposal is a qualified SDVE, the vendor must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit B, Documentation of Intent to Participate Form or letter of intent recently signed by the proposed SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.
 - Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past five (5) years to the Division of Purchasing, the vendor must provide the following Service-Disabled Veteran (SDV) documents:
 - a copy of the SDV's Certificate of Release or Discharge from Active Duty (DD Form 214), and a copy of the SDV's disability rating letter issued by the Department of

Veterans Affairs establishing a service-connected disability rating, or a Department of Defense determination of service connected disability.

NOTE: If the vendor submitting the 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 B, Documentation of Intent to Participate Form or provide a letter of intent.

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

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

3.7.2. Commitment

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

3.7.3. Definition - Qualified SDVE:

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

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

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

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

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

3.8. Missouri Preference.

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

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

3.9. Proposer Presentations

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

3.10. Contract Award

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.

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) The Board'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.

A notice of award issued by the Board does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the Board, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Board.

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Board or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

3.11. Award and Final Offers

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

3.12. Offer in Effect for 90 Days

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

3.13. Contract Negotiations

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

3.14. Contract Negotiations Impasse

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

3.15. Notification of Intent to Award

Any Proposer who responds with a Proposal shall be notified by phone or in writing of the Board's intent to award the contract resulting from this RFP.

3.16. Proposal Protest Remedy.

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

- (A) Name, address, and phone number of the protester;
- (B) Signature of the protester or the protester's representative;
- (C) Solicitation number;
- (D) Detailed statement describing the grounds for the protest; and

(E) Supporting exhibits, evidence, or documents to substantiate claim.

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

The Board prefers to receive protests via e-mail. Any protests shall be sent to admin@missouri911.org.

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

4. MANDATORY REQUIREMENTS AND DOCUMENTATION

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

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

4.1. Mandatory Proposer Qualifications

Proposer must have a minimum of three (3) years of relevant experience, within the last five (5) years, with GIS projects specifically related to 911 call processing in a NG911 environment, such as standards development, data development, data remediation, workflows, and quality assurance/quality control.

4.1.1. Proposer References

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

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

4.2. Mandatory Contract Performance Requirements

Proposer must agree to provide all deliverables identified in Section 1.4 Project Plan and Deliverables.

4.2.1. Work Plan

Within five (5) business days of Contract execution, Contractor must provide a final work plan to the Board that identifies a chronological outline of all activities related to the project, key timelines and the deliverables that will be provided which shall include all identified in Section 1.4 at a minimum.

4.2.2. Information Gathering

Contractor must assist the Board project team to complete information gathering process and analysis of the current organizational structure, processes, practices, roles and responsibilities for the project.

4.2.3. Additional Reports

Contractor must provide additional reports (e.g. white papers, ad hoc reports, gap analyses) as needed at the request of the Board. Contractor must make all commercially reasonable efforts to provide all additional reports and work products requested as soon as possible or at a time agreed to by the Board.

4.2.4. On-Going Communications

Contractor must maintain regular and ongoing communication with the Board project team and provide advice, consultation and written opinions/recommendations as needed.

4.2.5. Work Product

Contractor must agree that any work products developed as part of the project (e.g. all written reports, drafts, presentation and meeting materials, survey data, tools and associated methodologies, etc.) will remain the property of the Board.

4.2.6. Additional On-site Consultation Services

Contractor must provide additional on-site consultation services (e.g. committee meetings, management meetings, etc.) at the request of the Board.

4.2.7. Services Performed within the U.S.

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

5. GENERAL REQUIREMENTS

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

5.1. Organizational Capabilities

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

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

5.2. Staff Qualifications

5.2.1. Project Manager

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

5.2.2. Key Personnel

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

5.2.3. Designations, Certifications and Licenses

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

5.2.4. Industry Leadership Experience

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

5.2.5. Use of Subcontractors

If utilizing Subcontractors, provide a detailed description of the process of how the Proposer's team selects qualified Subcontractors and manages them effectively on complex multi-phased projects. Identify whether a relationship currently exists with the Subcontractor or it would have to developed for this workload.

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

5.2.6. Relevant Projects

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

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

6. TECHNICAL REQUIREMENTS

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

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

Response to this section will be scored.

6.1. Project Approach

Provide your company's detailed approach to completing this project (i.e. draft Statement of Work (SOW)). Using the timeline and project objectives provided in Section 1.4, describe how your company will accomplish each required deliverable. Identify all resources and tools your company will utilize to accomplish each activity.

6.1.1. Project Plan

Using the Deliverables listed in Section 1.4, provide a project plan outline addressing the Board's requirements including estimated hours for each phase as well as any additional proposed Deliverables based on your approach and methodology. Modifications of the task descriptions and completion order is permitted; however, reasons for changes should be fully explained in the proposal. Work for this project must be completed by December 31, 2021.

6.1.2. Identification of Risk

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

6.2. Tools and Methodologies

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

6.3. Stakeholder Participation

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

7. VALUE-ADDED SERVICES

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

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

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

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

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

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

7.1.1. Data Development

7.1.2. Data Collection Tools

7.1.3. Overall Project Management

7.1.4. Quality Assurance Audit

8. COST PROPOSAL

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

For Cost Proposal purposes, Proposers shall use the estimated timelines in the Section 1.4 (Project Plan and Deliverables) to determine a time and materials hourly rate for the engagement. Because not all factors related to pricing are known at this time, pricing submitted in Cost Proposals shall be considered not-to-exceed pricing.

8.1. Price Clarifications

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

9. LIST OF ATTACHMENTS, FORMS AND APPENDICES

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

9.1. Attachments

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

- Attachment 1: Mandatory Requirements Response Matrix

9.2. Available Information

The Board has compiled a list of all PSAPs in the State of Missouri that will be provided to the selected contractor in order to facilitate the data gathering process.

Attachment 2: Evaluation Benchmark Scoring sheet is available for vendors to view how their proposals will be evaluated.

10. MISSOURI 911 SERVICE BOARD TERMS AND CONDITIONS – REQUEST FOR PROPOSAL

10.1. Applicable Laws and Regulations

The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Board.

The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

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

10.2. Open Competition/Request for Proposal Document

It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise the Board if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from vendors regarding specifications, requirements, competitive proposal process, etc., must be directed to the Board contact, unless the RFP specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal end date.

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

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

The Board monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

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

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

10.3. Proposal Opening

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

Proposals which are not received in the Board/agent's office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late

proposals may only be opened under extraordinary circumstances. In such cases, the proposal must have been turned over to the physical control of an independent postal or courier service with promised delivery time prior to the time set for the opening of proposal. All such decisions are at the sole discretion of the Board or Board's designee. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance:

1. State offices were closed due to inclement weather conditions;
2. Postal or courier services were delayed due to labor strikes or unforeseen "Acts of God"; or
3. Postal or courier service did not meet delivery time promised to the bidder/offeror. In such a case, the bidder/offeror must provide written proof from the delivery service that promised delivery time was prior to the time set for the opening of bids/proposals.
4. Evidence that the bid/proposal was in the division's post office box or physical possession before the time of bid opening; or
5. Any other evidence relevant to the specific situation.

10.4. Invoicing and Payment

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

For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

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

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

The Board assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the Board's rejection and shall be returned at the contractor's expense.

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

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

10.5. Delivery

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

10.6. Inspection and Acceptance

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

All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

The Board reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

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

10.7. Warranty

The contractor expressly warrants that all services provided shall: (1) *Be performed with the degree of care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality*, (2) be fit and sufficient for the purpose expressed in the RFP. Such warranty shall survive delivery and shall not be deemed waived either by reason of the Board's acceptance of or payment for said services.

10.8. Conflict of Interest

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

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

10.9. Remedies and Rights

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

The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the Board of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the Board.

10.10. Cancellation of Contract

In the event of material breach of the contractual obligations by the contractor, the Board may cancel the contract. At its sole discretion, the Board may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the Board within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

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

If the Board cancels the contract for breach, the Board reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Board deems appropriate and charge the contractor for any additional costs incurred thereby.

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

10.11. Communications and Notices

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

10.12. Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Board immediately.

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

10.13. Inventions, Patents and Copyrights

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

10.14. Non-Discrimination and Affirmative Action

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

- A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- The identification of a person designated to handle affirmative action;
- The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- The exclusion of discrimination from all collective bargaining agreements; and
- Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

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

10.15. Americans with Disabilities Act

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

10.16. Filing and Payment of Taxes

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

10.17. Titles

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

11. FEDERAL FUNDS REQUIREMENTS

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

11.1. Applicable Laws and Regulations

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

11.1.1. Uniform Administrative Requirements

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

11.1.2. Cost Principles:

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

11.1.3. Steven’s Amendment

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

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

11.1.4. Limitations on use of Appropriated Funds

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

11.1.5. Single Audit Amendments of 1996

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

11.1.6. Pro-Children Act of 1994

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

11.1.7. Rights to Inventions

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

11.1.8. Clean Air Act

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

11.1.9. Sub-Recipient

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

11.1.10. Non-Discrimination and ADA

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

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
- Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
- Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
- Missouri Governor’s E.O. #05-30; and
- The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

12. OTHER REQUIREMENTS:

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

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

auditors shall not be paid by the Board and shall be the sole responsibility of the contractor. However, the contractor may contest any such exception by any legal procedure the contractor deems appropriate. The Board will pay the contractor all amounts which the contractor may ultimately be held entitled to receive as a result of any such legal action.

12.1. Other Contractual Requirements:

12.1.1. Notice of Award

A notice of award issued by the Board does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies, and/or services for the Board, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Board.

12.1.2. Agreement

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

12.1.3. Contract Changes

Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Board prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

12.1.4. Termination

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

12.1.5. Contractor Liability

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

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

12.1.6. Insurance

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

the Board as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the Board is protected as an additional insured.

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

12.1.7. Subcontractors

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

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

The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

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

Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

- The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
- The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States. Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Board and to ensure that the Board is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Board and the contractor.

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

The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

12.1.8. Unauthorized Alien workers

Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

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

- The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

12.1.9. Participation by Other Organizations:

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

The contractor shall prepare and submit to the Board a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Board.

The Board will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. The Board will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future Board procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Board determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.

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

If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the 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.

By no later than thirty (30) calendar days after the effective date of the first renewal period, the contractor must submit an affidavit to the Board. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Board's website or another affidavit providing the same information.

12.1.10. Substitution of Personnel

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

12.1.11. Authorized Personnel:

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

the contractor from doing business with the Board. The Board may also withhold up to twenty-five percent of the total amount due to the contractor.

- The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

12.1.12. E-Verify Program

If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide to the Board the documentation required in Exhibit C titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- Submit to the Board a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

12.1.13. Contractor Status

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

12.1.14. Coordination

The contractor shall fully coordinate all contract activities with those activities of the Board. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Board throughout the effective period of the contract.

12.1.15. Property of Board

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

12.1.16. Confidentiality:

The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Board.

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

13. EXHIBITS

13.1. **Exhibit A**

**EXHIBIT A
PARTICIPATION COMMITMENT**

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

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

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

Exhibit A, continued

| WBE Participation Commitment Table | | |
|--|--|---|
| <i>(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.)</i> | | |
| 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: | % | |

Exhibit A, continued

Organization for the Blind/Sheltered Workshop Commitment Table

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

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

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

SDVE Participation Commitment Table

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

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

EXHIBIT B
DOCUMENTATION OF INTENT TO PARTICIPATE

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

~ Copy This Form For Each Organization Proposed ~

Vendor Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the vendor identified above.

Indicate appropriate business classification(s):

___ MBE ___ WBE ___ Organization for the Blind ___ Sheltered Workshop ___ SDVE

Name of Organization: _____

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

Contact Name: _____ Email: _____

Address (If SDVE, provide MO Address): _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

SDVE's Website Address: _____ Certification (or attach copy of Expiration date: _____ certification)

Service-Disabled Veteran's (SDV) Name: _____ SDV's Signature: _____
(Please Print)

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

Authorized Signature:

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

Date

EXHIBIT B (continued)
DOCUMENTATION OF INTENT TO PARTICIPATE

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

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

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

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

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

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

Date SDV Documents were Submitted: _____

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

(if applicable and known)

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

FOR STATE USE ONLY

SDV Documents - Verification Completed By:

Buyer

Date

EXHIBIT C

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

BUSINESS ENTITY CERTIFICATION:

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

Authorized Representative’s Name (Please Print)

Authorized Representative’s Signature

Company Name (if applicable)

Date

EXHIBIT C, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

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

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

AND

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

AND

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

EXHIBIT C, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

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

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

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

EXHIBIT C, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT D

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

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

Instructions for Certification

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

**EXHIBIT E
MISCELLANEOUS INFORMATION**

E.1 Executive Order 04-09: Products and/or Services Provided Outside United States

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

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

E.2 Employee/Conflict of Interest:

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

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

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

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