



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

RFP NO.: B2Z11042

TITLE: DEVELOP COMPUTER BASED TRAINING COURSE FOR DNR

ISSUE DATE: 5/04/11

REQ NO.: NR 780 34601000003

BUYER: EARL PETTIT

PHONE NO.: (573) 751-5430

E-MAIL: earl.pettit@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 05/27/11 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

(U.S. Mail)	or	(Courier Service)
RETURN PROPOSAL TO: DPMM		DPMM
PO BOX 809		301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

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

DEPARTMENT OF NATURAL RESOURCES, - WATER PROTECTION PROGRAM
LEWIS AND CLARK STATE OFFICE BUILDING
1101 RIVERSIDE DRIVE
JEFFERSON CITY, MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 01/20/10). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	

CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

1. INTRODUCTION AND GENERAL INFORMATION

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

1.1 Purpose:

1.1.1 This document constitutes a request for competitive, sealed proposals from prospective offerors to establish a contract to develop a computer based training (CBT) course for certified drinking water operators at public water systems serving populations of 3,300 or less, for the Department of Natural Resources' Operator Certification Section, in accordance with the requirements and provisions stated herein.

- a. Operators at public water systems in Missouri are certified by the Missouri Department of Natural Resources' Operator Certification Section (hereinafter referred to as "department", "DNR OpCert", "agency" or "state agency").

1.1.2 RFP Document Contents: This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

Section 1:	Introduction and General Information
Section 2:	Performance Requirements
Section 3:	Contractual Provisions and Requirements
Section 4:	Proposal Submission Information and Requirements
Exhibit A:	Pricing (Cost)
Exhibit B:	Proposed Method of Performance
Exhibit C:	Experience, Expertise and Reliability
Exhibit D:	Participation by Other Organizations
Exhibit E:	Missouri Service-Disabled Veteran Business Preference
Exhibit F:	Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization
Exhibit G:	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Exhibit H:	Other Requested Information
Attachment 1:	PAQ Form
	Terms and Conditions

1.2 RFP Questions:

1.2.1 All questions and issues related to the RFP must be directed to the buyer, Earl Pettit. It is preferred that questions be submitted via e-mail to earl.pettit@oa.mo.gov.

- a. All questions and issues should be submitted prior to ten (10) calendar days prior to the due date of the proposals. If not received prior to ten days before the proposal due date, the Division of Purchasing and Materials Management (DPMM) may not be able to fully research and consider the respective questions or issues.

1.2.2 Any questions and issues necessitating requirement changes or clarifications will result in an amendment to the RFP. As a result, questions and issues may not result in a direct response to the inquiring vendor. There shall be no posted written records of the questions/communications (i.e. formal question/answer document).

1.3 Offeror's Contacts:

- 1.3.1 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 1.3.2 Offerors may not contact employees of the department concerning this procurement while the bid and evaluation are in process.

1.4 Background Information:

- 1.4.1 The project described in this RFP will be grant funded. Therefore, timely delivery of the product required by this RFP will be essential for the project to be successful.
- 1.4.2 The Department of Natural Resources does not currently have and has not previously had a contract for the services described in this RFP.
- 1.4.3 The intended audience for the training is drinking water system operators, certified by the Missouri Department of Natural Resources' Operator Certification Section, operating public water systems serving a population of 3,300 or less.
- 1.4.4 General information about the Department of Natural Resources can be found on their website located at: <http://www.dnr.mo.gov/index.html>.
- 1.4.5 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

2. PERFORMANCE REQUIREMENTS:

This section of the RFP includes requirements and provisions relating specifically to the performance requirements of the RFP. The contents of this section include mandatory requirements that will be required of the successful offeror and subsequent contractor. Response to this section by the offeror is requested in the Exhibit section of this RFP. The offeror's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the contractor in event the proposal is accepted by the state.

2.1 General Requirements:

2.1.1 The contractor must develop, customize and provide a Computer Based Training (CBT) course that meets or exceeds the specifications, requirements and provisions contained in the RFP. The training program shall be specific to the Missouri drinking water regulations pertaining to public drinking water systems as further identified in this document. The training program shall consist of a core training course and related searchable reference material.

- a. The contractor must deliver the fully functional CBT course no later than February 28, 2012.
- b. Within two (2) months after award of the contract, and before spending a significant amount of time developing graphics, animations and filming, the contractor shall submit an electronic copy and one hardcopy of the draft of the contractor's proposed training curriculum and materials to the department for review and comment.

2.1.2 All CBT developed under this contract pursuant to the requirements specified herein shall be considered property of the state and the source code (i.e., an electronic copy of the Source Code) shall become public domain and as such the State of Missouri reserves the right to share the source code of the developed application module with other entities without restriction or limitations from the contractor. Any modifications and derived works of the developed CBT application that is developed by the State of Missouri or any contractor hired by the State of Missouri shall also be considered public domain. This requirement does not apply to the contractor's previously copyrighted software intellectual property, third-party packaged off-the-shelf software modules provided as part of the solution and it shall not apply to third-party packaged tools used for the development of the specific application module. NOTE: The source code for a work shall be defined as the preferred form of the work for making modifications to it. For an executable work, complete source code shall be defined as all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the executable. The Department shall not make recurring payments for maintenance, usage, licensing or any other type of fees for use of the CBT course.

2.1.3 The CBT course shall be developed in a widely used and available format and must be available for an unlimited number of free downloads from the department's web site. The department shall have final approval of the format used for the downloaded CBT course.

- a. The contractor shall also provide the course in CD-ROM format. The contractor shall provide an initial set of 5,000 copies of the training program on CD-ROMs to the department. The department shall have the right to make an unlimited number of additional copies. The CD-ROMs shall have contractor designed, department approved 4-color designed faces and full color on all 4 faces of a bi-fold folder which is suitable for mailing via the USPS and courier services.
- b. The contractor shall provide graphics for the CD-ROM face and the jacket in jpg format to the department.

2.1.4 Users must be able to utilize the CBT course without being required to purchase any software.

- 2.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
- 2.1.6 The contractor must provide any system modifications or additions necessary to enable the CBT course to operate according to all technical and performance specifications presented herein at no additional cost to the State of Missouri.
- 2.1.7 The courseware must be capable of being accessed by and run by PC or Mac users with the following minimum equipment: Macintosh G4 processor; PC or portable with 1 GHz processor clock speed; Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor; 256 megabytes (MB) of RAM or higher; Super VGA (800 x 600) or higher-resolution video adapter and monitor; CD-ROM or DVD drive; keyboard and Microsoft Mouse or compatible pointing device.
- 2.1.8 The training course must be compatible with the department's website and available for download.
- 2.1.9 The course content shall be sufficient for Missouri drinking water operators to obtain a minimum of 10 department approved contact hours towards the renewal of drinking water distribution operator certificates.
 - a. Contact time shall be based on the minimum time to complete the course. A course worth 10 contact hours must take a minimum of 10 hours to complete. The contractor's CBT course shall prevent users from skipping through or advancing too quickly through the course and must operate in a manner that requires users to spend the mandatory 10 hour contact time to complete the course.
- 2.1.10 The contractor shall develop a certificate of completion that operators can print to document that they have successfully completed the course. The certificate shall provide the operator's name, certificate number, date the course was completed, date the course was started, and the date the certificate was printed, name of the course and the course approval number.
 - a. The contractor must ensure that a certificate of completion cannot be obtained until users have completed the entire course.
- 2.1.11 If requested by the department, the contractor shall meet in person with department staff in Missouri during the development stage as well as during the testing phase. For the purposes of this RFP, the term "development phase" shall mean the period during which the contractor provides sample graphics, animation, music, narration, beta views of structure and functionality, beta views of colors, fonts and screen layouts for review and approval by the department. For the purposes of this RFP, the term "testing phase" shall mean the period during which the department tests the contractor's product for conformance to contract specifications and overall functionality.
 - a. If the department requires an onsite visit, the contractor shall be paid for travel expenses in accordance with RFP section 2.4.
- 2.1.12 The contractor shall provide a testing phase of the course that will include department staff and drinking water system operators. The contractor shall resolve any issues with the CBT course that arise during the testing phase. Department staff shall have final approval of the completed version of the course.
- 2.1.13 The contractor shall provide technical support as necessary for proper operation of the CBT course, including updating any web links or reference documents, for a 12-month period following final acceptance by the Department of the training course.

- 2.1.14 The contractor must understand and agree that the contract shall not be construed as an exclusive arrangement. The contractor must also agree that the state agency may obtain identical and/or similar services and/or products from other sources at anytime in conjunction with or in replacement of the contractor's services, if deemed by the department to be in the best interests of the department.
- 2.1.15 The contractor shall designate a project manager who will be responsible for management, oversight, and coordinating resolutions to project issues. This project manager shall also be the primary/single point of contact for contractor communications related to the project.

2.2 Training Course Curriculum Requirements:

- 2.2.5 The training course shall consist of five to ten training modules and shall include quizzes based on each module and a final exam. The final exam shall be available for access by the participant only after successful completion of all lesson modules and quizzes and completion of a minimum of 10 hours of contact time.
- 2.2.6 The contractor's CBT course must include interactive electronic media as part of the training.
- a. Unless specified otherwise in the RFP, use of pictures, animation, photos, diagrams, text, etc. shall be acceptable to meet this requirement.
- 2.2.7 Where applicable, photos and media used in the program shall be from small drinking water systems serving 3,300 people or less. The department shall have final approval over the use of photos and media and maintain rights of use. The contractor shall have the option of using existing photos and media from the department, existing stock media with permissions, or be responsible for photographing and taking video of appropriate subjects to include in the training.
- 2.2.8 In addition to being part of the CBT course, all video demonstrations shall be accessible directly by users for easy reference and review.
- 2.2.9 The contractor shall develop scripts for video demonstrations included in the CBT course. The contractor must submit the scripts for the department's review and receive the department's approval in writing prior to filming.
- 2.2.10 The CBT course shall include searchable reference material consisting of, but not limited to, the Missouri Safe Drinking Water Act, Missouri Code of State Regulations (10 CSR 60 Chapters 1 through 16), "Design Guide for Community Water Systems" (2003 or latest version), the Environmental Protection Agency's "Revised Public Notification Handbook" and other topical reference documents from the EPA, American Water Works Association (AWWA), etc. that are relevant to the training modules.
- 2.2.11 The CBT course curriculum and reference materials shall include but not be limited to:
- a. General hydrology and regional differences in surface water and ground water quality and quantity, including general well components and water systems across the state of Missouri.
 - b. Sample collection and preservation procedures with video demonstration and correct completion of sample analysis form. The CBT course must include separate video clips for:
 - 1) Bacteriological sampling with a discussion of routine, repeat, and replacement samples and the need for a current sampling plan;
 - 2) Chlorine, both free and total using DPD tests;
 - 3) Fluoride;
 - 4) Nitrates;

- 5) Lead and copper; and
- 6) Volatile Organic Compounds (VOC), Inorganic Compounds (IOC), Synthetic Organic Compounds (SOC) and disinfection byproducts.

c. Chlorination Processes:

- 1) Set-up and monitoring of solution pumps;
 - 2) Chlorinator maintenance and daily monitoring (both gas and liquid) including storage, weighing of cylinders, losing prime, four-way valves, and basic trouble shooting, types of chlorine available;
 - 3) Calculating and mixing hypo chlorination solutions with interactive module;
 - 4) Determine dose, demand and residual with applied math that includes student participation/interaction; and
 - 5) Chlorine safety.
- d. Flushing programs for distribution lines and hydrants demonstrating flow tests, including the usage of pitot tubes.
- e. Discuss and demonstrate with photos, animation or video all three (3) AWWA methods of disinfecting water lines and finished drinking water storage facilities.
- f. Discuss and demonstrate with photos and video clips the importance of storage tank maintenance including overflow inspection, screen replacement and general understanding of areas of concern where bugs and birds gain entry to tanks and how chlorine requirements are affected.
- g. Ground Water Rule major provisions with regard to operator responsibilities and the rule's requirements to conduct source water sampling following a fecal positive sample.
- h. Include active links within the training program to reference material such as the Public Drinking Water Design Guide or Missouri Code of State Regulations as appropriate.
- i. Appropriate safety disclaimers and general guidance on contacting local department regional offices for additional information.
- j. All analysis included in the course must be performed in accordance with EPA approved methodology.

2.2.12 The course shall contain several Missouri-specific interactions/activities within the training program. Each training module within the course shall contain interactive activities. Quizzes and links to reference documents shall not be considered activities. Interactive activities with varying levels and academic challenge and user interaction shall be included in each training module.

2.2.13 The course shall allow the participant to pause or stop the training session and resume training at the point the session was paused. The course shall also allow participants to move forward and backwards within the course when desired by the participant. Participants shall also be able to pause or rewind any video clips included.

2.2.14 The contractor shall develop quizzes with a minimum of 10 questions per quiz. The final exam shall consist of 30 questions. Each quiz and exam shall have a minimum of three (3) versions with a minimum passing score of 70%. If an attendee fails a quiz, they may retake a different version of the quiz or exam.

- a. The contractor's CBT Course shall display exam and quiz scores at the completion of each attempt.

- b. It is highly desirable that the contractor's CBT course display correct answers for all questions at the completion of each attempt.

2.2.15 The contractor shall obtain copyright and other permissions necessary for public use of protected materials the contractor incorporates in the training curriculum and materials. Proof of copyright and other permissions must be presented to the department. The contractor shall indemnify the department and the State of Missouri for legal causes of action related to inappropriate use or fraudulently obtained permission of use of any the materials.

2.3 Deliverables for Milestone Payments:

2.3.1 **Milestone Payment 1:** Delivery and acceptance by the department of the course outline, including student contact time estimates for each topic, sample graphics, photos, animations and narration. The outline shall include the minimum number of slides per training module and descriptions of student interactive activities included in each module.

2.3.2 **Milestone Payment 2:** Delivery and acceptance by the department of the fully edited, narrated and ready to use video demonstrations of sample collection procedures.

2.3.3 **Milestone Payment 3:** Department approved successful completion of a testing phase of the course that shall include department staff and Missouri drinking water system operators

2.3.4 **Milestone Payment 4 (Final Payment for CBT Course that meets all requirements of the RFP):** Final product delivery, including 12 months of technical support as described in RFP paragraph 2.1.13, the downloadable Computer Based Training Course which shall be available for unlimited downloads and 5,000 copies of the course on CD-ROMS with jackets.

2.4 Other Requirements:

2.4.1 **Travel Expenses:** If services are requested to be provided on-site at the agency's facility, the contractor shall be reimbursed for actual and reasonable expenses in accordance with the Office of Administration's travel regulations (<http://www.sos.mo.gov/adrules/csr/current/1csr/1c10-11.pdf>). The State of Missouri reserves the right to assess the reasonableness of the contractor's travel expenses in accordance with the Maximum Per Diem Rates for lodging, http://www.gsa.gov/Portal/gsa/ep/contentView.do?queryYear=2011&contentType=GSA_BASIC&contentId=17943&queryState=Missouri&noc=T . At the request of the agency, the contractor shall submit copies of the original receipts for lodging, meals, airfare, mileage etc., to the agency. In the event the contractor's travel expenses for lodging and meals are determined by the State of Missouri to be unreasonable, the State of Missouri reserves the right to reimburse the contractor in accordance with the maximum rates specified for Missouri on the GSA web site.

- a. The contractor shall not be reimbursed for any expenses if the contractor's programmer/technical support/training staff resides within a forty-five (45) mile radius of the state agency's location where services are being provided or if services are being provided at the contractor's facility or consultant's residence.
- b. Travel time from the contractor's /technical support/training staff's office or residence to the state agency facility and travel time from the state agency facility to the contractor's/technical support/training staff's office or residence shall not be considered billable time.
- c. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor.

2.5 IT Accessibility Requirements:

- 2.5.1 Information Technology Accessibility Compliance: Section 191.863 of the Revised Statutes of Missouri (RSMo) requires state agencies to make information technologies accessible to individuals with disabilities. The State of Missouri's Information Technology (IT) Accessibility Standards (<http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>) provide direction for complying with RSMo 191.863. All products provided by the contractor shall comply with the applicable accessibility requirements of the Missouri IT Accessibility Standards, unless the contractor's awarded bid response contains specific disclosure of product non-conformance in the IT Accessibility Conformance Matrix (see Exhibit C).
- a. The contractor shall promptly respond to any complaint brought to its attention regarding accessibility of the products provided hereunder that were specified in the contractor's awarded proposal response as compliant products. The contractor shall resolve such complaints by bringing the product into compliance with the applicable Missouri IT Accessibility Standards at no additional cost to the State. The contractor shall indemnify and hold harmless the State of Missouri and any Missouri government entity purchasing the contractor's products from any claim arising out of the contractor's failure to comply with the aforementioned requirements.
 - b. The contractor must abide by the Missouri Digital Media Developers (DMD) Web Guidelines, which include the mandatory accessibility information for Section 508 and Chapter 191 compliance for any web based systems. Refer to the following web site: <http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>.

2.6 Upgrades/Replacements:

- 2.6.1 The contractor shall agree and understand that the State of Missouri reserves the right to bid out any future upgrades and/or replacements.

2.7 Project Assessment Quotation (PAQ):

- 2.7.1 Project Assessment Quotations: For customization and/or new functionality development of the CBT course outside of the contract requirements included herein, the contractor shall understand and agree the state agency shall utilize the Project Assessment Quotation (PAQ) as a means (1) to identify the specific tasks to be performed and (2) to mutually agree upon the total price to be paid to the contractor upon completion of the specified tasks. The PAQ process shall occur in a controlled sequence of proposals and approvals by the agency's designated Project Director as outlined below. The contractor shall understand and agree that the general protocol for PAQ workflow shall be as described below:
- 2.7.2 The contractor should utilize the PAQ form shown in Attachment 1 to the RFP.
- a. STEP 1: PAQ REQUEST
The agency's designated Project Director will present a written request for each PAQ to the contractor, in a standard format. The agency's request must explain the scope of the project and the tasks the agency desires the contractor to perform, including applicable business and technical specifications.
 - b. STEP 2: DRAFT PAQ
The contractor must respond (within a prescribed number of days mutually agreed upon by the state agency and the contractor) to each such PAQ request from the agency's designated Project Director with a draft PAQ which provides a statement of cost (based upon the hourly/daily rates specified on the pricing pages) and time, technical and strategic alternatives, and solution recommendations.

c. STEP 3: APPROVAL OF DRAFT PAQ

If the draft PAQ is approved by the agency's designated Project Director, the contractor must then prepare a final PAQ for resubmission to the agency's designated Project Director for final approval.

d. STEP 4: FINAL PAQ

The contractor's final PAQ must include:

- 1) If the contractor's rehosting services are provided off-site, the contractor shall be responsible for all computer/communications equipment and computer/communications equipment access costs (both within the contractor's organization and to the state agency), all software licensing costs, and all equipment costs.
- 2) brief title of specific PAQ
- 3) final PAQ issue date
- 4) a detailed itemization and description of all of the project tasks which shall be completed by the contractor (i.e. project work), including requirements for and specified frequency of any required status reports; the specified project tasks and deliverables must be clearly stated and must be quantifiable
- 5) the firm, fixed total number of project hours for contractor personnel and the firm, fixed cost (based upon the hourly/daily rates specified on the pricing pages in Exhibit A of the RFP)
- 6) detailed completion schedule for each task/component of the project work;
- 7) mutually agreed upon turnaround times for the agency's designated Project Director to review, approve and formally accept or reject the components of the contractor's project work in accordance with the approved final PAQ;
- 8) mutually agreed upon milestones for compensation of project costs for the contractor's project work, including any mutually agreed upon holdbacks for specified deliverables and holdback release time frames for specified deliverable completion;
- 9) identification of the specific tasks within each component of the PAQ which must be completed by state agency personnel;
- 10) signature and date lines for both the contractor and the agency's designated Project Director to signify approval.

e. STEP 5: APPROVAL OF FINAL PAQ

The contractor and the agency's designated Project Director must indicate mutual acceptance of the final PAQ by signing and dating the final PAQ. The agency's designated Project Director (1) must retain one signed copy; (2) must forward a copy to the Division of Purchasing and Materials Management for inclusion in the contract file and (3) must send one copy to the contractor.

f. STEP 6: AUTHORIZATION TO PROCEED/ PAQ PROJECT WORK

An approved final PAQ alone does not constitute an authorization to proceed with project work. Before proceeding with project work, the contractor must receive a properly authorized Contract Release Order except the state agency may authorize an obligation of less than \$25,000 pursuant to the terms of the contract without the official encumbrance of funds. Project work shall include the contractor's completion of the tasks identified in the final PAQ.

g. STEP 7: FORMAL ACCEPTANCE

Upon the completion of all project work of a given PAQ, the contractor must notify the agency's designated Project Director in writing and shall submit an invoice in accordance with the PAQ approved by the agency's designated Project Director. The agency's designated Project Director shall review, approve and formally accept or reject the components of the PAQ project work in accordance with the turnaround time outlined in the PAQ. Formal acceptance shall not be unreasonable delayed or withheld by the state.

h. STEP 8: COST RECOVERY FOR CONTRACTOR

Project costs for the PAQ project work shall be reimbursable upon formal acceptance by the agency's designated Project Director in accordance with the milestones for compensation outlined in the PAQ.

i. PAQ GENERAL REQUIREMENTS:

- 1) The contractor shall submit draft and final PAQs in a timely manner. The state agency and the contractor shall mutually agree upon the prescribed number of days for the contractor to submit the draft and final PAQs.
- 2) The agency's designated Project Director reserves the right to reject any contractor-submitted PAQ, and/or request the contractor to submit a revised PAQ with adjustments (revised cost, length of time, solution recommendation, etc.
- 3) The contractor shall not be paid for the preparation of the PAQ.
- 4) A PAQ request, the draft and final PAQs, and the contractor's project work must be within the scope of the performance requirements identified in the contract which the contractor was awarded and must not change any provision of the contract.
- 5) Any changes to the PAQ must be formalized in writing as an official revision to the final PAQ. The format of PAQ revisions shall be consistent with the format of the final PAQ as outlined above, including the distribution of the original to the Division of Purchasing and Materials Management, a copy to the contractor and retaining a copy for the agency's designated Project Director. The contractor shall agree and understand the firm, fixed cost stated in the final PAQ shall not be increased unless the state agency requests a corresponding increase in the scope of work under the PAQ. If the scope of work does not increase, the contractor shall complete all work agreed upon in the PAQ at the firm, fixed cost stated in the PAQ.
- 6) The agency's designated Project Director shall have the right to terminate the PAQ at any time, for the convenience of the agency, without penalty or recourse, by giving written notice to the contractor at least five (5) working days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the agency's designated Project Director become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for that work completed pursuant to the PAQ prior to the effective date of termination.
- 7) The duration of any PAQ must not exceed the effective contract period.

3. CONTRACTUAL REQUIREMENTS AND PROVISIONS

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

3.1 Contract:

- 3.1.1 A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

3.2 Contract Period:

- 3.2.1 The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 3.2.2 The original contract period shall be for the development and deployment of the training course. Renewal periods shall be used for any necessary maintenance and updates to the course, web links and document links.
- 3.2.3 If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- 3.2.4 If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.

- 3.2.5 The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.

3.3 Price:

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

3.4 Payments:

- 3.4.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.
- 3.4.2 The State of Missouri may make advance deposits/payment for software maintenance (upgrades/new releases/technical support-type agreements) payments only.

3.5 Federal Funds Requirement:

- 3.5.1 The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, 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 money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
- a. the percentage of the total costs of the program or project which will be financed with Federal money;
 - b. the dollar amount of Federal funds for the project or program; and
 - c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

3.6 Invoicing Requirements:

- 3.6.1 The contractor shall submit all invoices to the Missouri Department of Natural Resources at the address noted below:

Missouri Department of Natural Resources (DNR)
Attn: Fiscal Management Unit
PO Box 176
Jefferson City, MO 65102

3.7 Liabilities:

- 3.7.1 The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment and products provided by the contractor, except as otherwise provided in the contract.
- 3.7.2 The contractor shall be responsible for any and all personal injury (including death), direct damages for loss of or damage to the state's records and/or data, or property damage as a result of the contractor's negligence involving any equipment, products, or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 3.7.3 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 3.7.4 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 3.7.5 Circumstances may arise where, because of a default on the contractor's part or other liability, the state is entitled to recover damages from the contractor. In each such instance, regardless of the basis on which the state is entitled to claim damages from the contractor, the contractor is liable only for:
- a. payments referred to in intellectual property rights and patent and copyright terms; and
 - b. bodily injury (including death) and damage to real property and tangible personal property; and

3.8 Insurance:

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

3.9 Inventions, Patents, and Copyrights:

- 3.9.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.
- 3.9.2 The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part

thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.

- 3.9.3 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

3.10 Termination:

- 3.10.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

3.11 Assignment:

- 3.11.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Division of Purchasing and Materials Management.

3.12 Participation by Other Organizations:

- 3.12.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.
- 3.12.2 The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report upon completion of delivery.

- 3.12.3 The Division of Purchasing and Materials Management and the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- 3.12.4 If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
- a. The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - b. If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

3.13 Contractor Status:

- 3.13.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

3.14 Subcontractors:

- 3.14.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. 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 State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

3.15 Contractor's Personnel:

- 3.15.1 The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

3.15.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

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

3.16 Coordination:

3.16.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

3.17 Transition:

3.17.1 Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.

3.17.2 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency.

3.18 Property of State:

3.18.1 The contractor shall agree and understand that all programs, source code, reports, materials, documentation, etc., which are developed or acquired by the contractor as a requirement of the contract shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the state agency.

3.18.2 The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.

3.18.3 The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.

3.18.4 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.

3.19 Confidentiality and Security Documents:

3.19.1 The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be

confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

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

3.20 Illicit Code:

- 3.20.1 The contractor must warrant that unless necessary to perform valid duties under this contract or can be verified and documented as to not cause harm to the state's operating environment and/or utilization of the system, any system programs developed or provided by the contractor under this contract to the State of Missouri shall: (i) contain no hidden files; (ii) not replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides; (iii) not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; (iv) contain no virus or similar code known or unknown to the contractor; (v) contain no enabled restrictive key, node lock, time-out or other function, whether implemented by electronic, mechanical, or other means, which limits/hinders the use or access to any software programs based on residency on a specific hardware configuration, frequency of duration of use, or other limiting criteria (the matters described in (i) - (v) comprise illicit code).
- 3.20.2 Provided and to the extent any program has the foregoing attributes described in (i) through (iv) above, and notwithstanding any other provision of this contract to the contrary, the contractor shall be considered in default of this contract, and no cure period shall apply unless contractor can demonstrate that it took reasonable steps to prevent the presence of Illicit Code in the Licensed System, in which case contractor may receive a cure period of forty-eight (48) business hours to remove the Illicit Code. At the request of the State of Missouri, the contractor must remove any such illicit code from the Licensed System. In addition to any other remedies available to it under this contract, the State of Missouri reserves the right to pursue any civil and/or criminal penalties available to it against the contractor. The contractor agrees, in order to protect the State of Missouri from damages which may be intentionally or unintentionally caused by the introduction of such illicit code to the State of Missouri's computer network, no software, plug-in, or other electronic file shall be installed, executed, or copied on the State of Missouri's equipment without the express approval of the agency's Program Manager.
- 3.20.3 If the software contains a restrictive key, expiration date, or other limiting function as described in (v) above, such restrictive function must be disabled or otherwise prevented from expiring, limiting or hindering the use or access of the software or data under this contract.

3.21 Publicity:

- 3.21.1 Any publicity release mentioning contract activities shall reference the contract number and the state agency. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the state agency. The Contractor shall obtain approval from the state agency prior to the release of such publicity or publications.

3.22 Single Point of Contact:

- 3.22.1 The contractor must function as the single point of contact for the state, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to all hardware, software and services provided.

4. PROPOSAL SUBMISSION INSTRUCTIONS AND REQUIREMENTS

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

4.1 Preparation and Submission of Proposals:

4.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEBSITE IS NOT AVAILABLE FOR THIS RFP.

4.1.2 Organization: In order to provide optimal readability of their proposal by evaluators, offerors are strongly encouraged to organize their proposal as follows:

Signed RFP and RFP Amendment Cover Pages

Table of Contents

Transmittal Letter/Executive Summary

Exhibit A: Cost (Pricing Pages)

Exhibit B: Proposed Method of Performance

Exhibit C: Experience, Expertise and Reliability

Exhibit D: Participation by Other Organizations

Exhibit E: Missouri Service-Disabled Veteran Business Preference

Exhibit F: Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization

Exhibit G: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Exhibit H: Other Requested Information

- a. Offerors are strongly encouraged to structure their proposal so that the individual provisions of the exhibit language precede each of the offeror's responses. Offerors are discouraged from referring evaluators to other sections of their proposal to find their response to a particular RFP provision. Poorly organized or responded to proposals may result in reduced subjective evaluation consideration being given.

4.1.3 Open Records: Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. The offeror shall not submit the entire proposal as proprietary or confidential. The offeror may submit a part of the proposal as confidential, but only if the proprietary or confidential nature of the material is provided for in section 610.021, RSMo (refer to the following web site for further information: <http://www.moga.mo.gov/statutes/C600-699/6100000021.HTM>). Proprietary or confidential portions of the offeror's proposal allowed by the statute must be separated, sealed, and clearly marked as confidential within the offeror's proposal. Also, the offeror must provide adequate explanation of what qualifies the material to be held as confidential pursuant to the provisions of section 610.021, RSMo.

4.1.4 Conciseness/Completeness of Proposal: It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in their proposals as it relates to the evaluation categories. The State of Missouri is under no obligation to solicit such information if it is not included in the offeror's response. The offeror's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Unnecessary information should be excluded from the offeror's proposal.

- a. Offerors should limit their proposal's contents only to items that provide substance, quality of content, and clarity of information. However, offerors are cautioned that their failure to provide

adequate information to completely address the specified evaluation criteria will at least result in minimal subjective consideration.

4.1.5 The offeror's proposal should include an original document, plus five (5) copies for a total of **six (6) hard copy documents**.

- a. In addition, the offeror should provide **six (6) electronic copies** of their entire proposal, including all attachments, in Microsoft compatible format on a CD(s) or flash drive(s).
- b. The offeror should ensure all copies and all media are identical to the offeror's hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern. Unless the offeror specifically alerts the State of Missouri that additional proposal information is contained in electronic media submitted with the offeror's original proposal, it shall not be the responsibility of the State of Missouri to ensure that all proposal information submitted on media format is reviewed for evaluation consideration.
 - 1) Each section should be titled with each individual evaluation category and all material related to that category should be included therein.
 - 2) The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.
- c. The front cover of the original hard copy proposal should be labeled "**original**" and the front cover of all copies should be labeled "**copy**."
- d. All pages of the entire proposal should be **page numbered** in some fashion for easy reference.
- e. Both the original and the copies should be printed on **recycled paper** and **double sided**. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves and binding.
- f. At the conclusion of the procurement process, the Division of Purchasing and Materials Management will image the offeror's proposal. For ease of subsequent imaging, the offeror is encouraged to submit their proposal on **loose leaf paper** in a **notebook or binder**.
 - 1) Imaging Ready: Except for any portion of a proposal qualifying as proprietary or confidential as determined by the Division of Purchasing and Materials Management as specified in paragraph 4.1.3 above, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing and Materials Management imaging system. The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Awarded Bid and Contract Document Search system at (<http://oa.mo.gov/purch/webimaging/Homepage.htm>). Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers. In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal and should limit proposal content to items that provide substance, quality of content, and clarity of information.

4.2 Compliance with Terms and Conditions:

- 4.2.1 Offerors are cautioned that the State of Missouri will not award a non-compliant proposal and, as a result, any offeror indicating non-compliance with any requirements, terms, conditions and provisions of the

RFP will be eliminated from further consideration for award unless the state exercises its sole option to competitively negotiate the respective proposal(s) and the offeror resolves the non-compliant issues.

4.3 Business Compliance:

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

- Registration of business name (if applicable)
- 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., worker's compensation/unemployment compensation)

4.4 Competitive Negotiation of Proposals:

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

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals that received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

NOTE: The State intends to award a contract from this RFP without entering into competitive negotiations. Therefore, the offeror's original submission should be submitted under the assumption that no competitive negotiations will be conducted. Consequently, the offeror is strongly encouraged to resolve any potential compliance issues with the OA/DPMM buyer prior to submitting its proposal.

4.5 Foreign Vendors:

4.5.1 Foreign Vendors: If you are a foreign company and do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS), you will need to 1) complete the appropriate IRS W-8 form (found on the www.irs.gov website), 2) complete a State of Missouri Vendor Input Form located at www.oa.mo.gov/acct/ and 3) fax these documents along with a cover letter that states that you wish to register on the State of Missouri On-Line Bidding/Vendor Registration System website to the fax number listed in the Vendor Input Form instructions. The cover letter must include the e-mail address of the individual submitting the documentation. The documentation must be processed by the State of Missouri prior to conducting business with the state. Once the information has been processed, your company will be provided, via e-mail, a number that may be used to register as a State of Missouri vendor through this On-Line Bidding/Vendor Registration System website (<https://www.moolb.mo.gov>).

- a. If your company is a foreign company and you have an Employer Identification Number assigned by the IRS, completing an IRS W-8 form will not be necessary and you may register as a vendor with the State of Missouri through the On-Line Bidding/Vendor Registration System website by using the Employer Identification Number assigned to your company by the IRS.
- b. When submitting your bid/proposal, attach a note to the front page advising DPMM whether you have (1) submitted a W-8 prior to submission of the bid/proposal, (2) included the completed W-8 form with your bid/proposal, or (3) registered with the State of Missouri through the On-Line Bidding/Vendor Registration System website using your Employer Identification Number.

4.6 Evaluation and Award Process:

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

Evaluation Criteria Scoring Category	Maximum Points
Exhibit A: Pricing Pages / Cost Forms	
- Required Costs.....80 points - PAQ Costs.....10 points	90
Proposed Method of Performance	40
Experience, Expertise and Reliability	60
MBE/WBE Participation Commitment	10
TOTAL	200

4.6.2 Proposal Presentation and/or System Demonstration: After an initial screening process, a proposal presentation and/or system demonstration may be conducted by the offeror, if requested by the Division of Purchasing and Materials Management. If requested, the offeror shall demonstrate the ability of its proposed CBT course to meet required functionality. The contractor shall be responsible for all arrangements necessary to demonstrate their proposed CBT course in an online environment or other situation approved by the Division of Purchasing and Materials Management. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

- 4.6.3 Contract Award: The DPMM shall make the contract award by an all or none basis. The contract award shall result in one offeror providing all of the products/services necessary to fulfill the requirements of the RFP.

4.7 Evaluation of Costs:

- 4.7.1 Cost Evaluation: The cost evaluation shall be based on prices provided by the offeror for all mandatory requirements for the original contract period and renewal periods. The State of Missouri reserves the right to evaluate optional items, if deemed necessary to meet mandatory requirements.
- a. Cost Points shall be calculated using the following formula:
 - Required Costs: $(\text{Lowest Total Cost} / \text{Offeror Total Cost}) \times 80 \text{ Cost Points} = \text{Offeror's Cost Points for Required Costs}$.
 - PAQ Costs: $(\text{Lowest Total Cost} / \text{Offeror Total Cost}) \times 10 \text{ Cost Points} = \text{Offeror's Cost Points for PAQ Costs}$.
 - b. For the cost analysis evaluation purposes only, it shall be assumed that there will be 100 hours of Project Assessment Quotation (PAQ) work performed during the initial contract period and 200 hours for each renewal period of the contract. If the offeror provides multiple PAQ job classifications/per hour rates as indicated in Exhibit A, Table A.3, the rates shall be averaged to obtain a single rate to be used in the cost analysis to be multiplied by 100 hours for the initial contract period and 200 hours for each renewal option period thereafter. At the sole determination of the DPMM, any non-relevant/ unessential consultant classification(s) listed in Exhibit A shall not be included in the average calculations.
- 4.7.2 The offeror must respond to Exhibit A with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP. All prices quoted shall be firm, fixed for the contract period stated on page one. Unless stated herein, the state shall assume absolutely no other costs exist to satisfy the RFP's requirements. Therefore, the successful offeror shall be responsible for any additional costs.

4.8 Evaluation of Offeror's Proposed Method of Performance:

- 4.8.1 The evaluation of the offeror's proposed method of performance shall be subjective based on fact. Information provided by the offeror in response to Exhibit B of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation. The State of Missouri reserves the right to subjectively evaluate the offeror's proposed optional products and prices within the evaluation category of proposed method of performance and proposed course content.
- a. The accessibility of the offeror's proposed product(s) will also be considered in the subjective evaluation. The state recognizes that many commercial products do not conform 100% to the accessibility standards. Therefore, in evaluation of technical capabilities, the state shall subjectively evaluate the offeror's proposal based on the degree of conformance to the accessibility standards (see RFP Section 2.5) and Exhibit B, IT Accessibility Conformance Matrix). The subjective evaluation of accessibility will be subservient to the offeror's proposed method of performance of performance.

4.9 Evaluation of Offeror's Experience, Expertise, and Reliability:

- 4.9.1 The evaluation of the offeror's experience, expertise, and reliability shall be subjective based on fact. Information provided by the offeror in response to Exhibit C of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

4.10 Participation by Other Organizations:

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

- a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" at the time the proposal is submitted. (See below for a definition of a qualified MBE/WBE.)

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

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

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

$\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}}$	x	Maximum MBE/WBE Participation Evaluation points (10)	=	Assigned MBE/WBE Participation points
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4.10.4 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.

- a. Participation Commitment - If the offeror is proposing MBE/WBE participation, the offeror must complete Exhibit D, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment Form.
- b. Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit D.1, Documentation of Intent to Participate Form, signed by each MBE and WBE proposed or must provide a recently dated letter of intent signed by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide; (2) must indicate the MBE/WBE's commitment to aid the offeror in the performance of the required services and/or provision of the required products (identified by the Request for Proposal (RFP) number or other identifier) in an amount that must equal the percentage specified on the offeror's Participation Commitment Form, Exhibit D; and (3) should include evidence that the MBE/WBE is qualified, as defined herein. (i.e. the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO.)

4.10.5 Commitment – If the offeror's proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on Exhibit D, Participation Commitment, as verified by the MBE/WBE's documentation of intent to participate, shall be interpreted as a contractual requirement.

Definition -- Qualified MBE/WBE:

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

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

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

4.10.6 Preference for Organizations for the Blind and Sheltered Workshops: Pursuant to section 34.165, RSMo, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. Sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

a. In order to qualify for the ten bonus points, the offeror must meet the following conditions and provide the following evidence:

- 1) The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- 2) The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) The offeror must provide the following information with the proposal:
 - Participation Commitment - The offeror must complete Exhibit D, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit D.1, Documentation of Intent to Participate Form, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide; (2) must indicate the organization for the blind/sheltered workshop's commitment to aid the offeror in the performance of the required services and/or provision of the required products (identified by the Request for Proposal (RFP) number or other identifier) in an amount that must equal the amount specified on the offeror's Participation Commitment Form, Exhibit D; and (3) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

- b. A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.
- c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following internet addresses:
<http://www.lhbindustries.com>
<http://www.alphapointe.org>
- d. Commitment – If the offeror’s proposal is awarded, the participation committed to by the offeror on Exhibit D, Participation Commitment, as verified by the organization for the blind/sheltered workshop’s documentation of intent to participate, shall be interpreted as a contractual requirement.

4.11 Missouri Service-Disabled Veteran Business Preference:

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

4.12 Affidavit of Work Authorization and Documentation:

- 4.12.1 Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Exhibit F, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit F must be submitted prior to an award of a contract.

4.13 Debarment Certification:

- 4.13.1 The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror 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 offeror should complete and return the attached certification regarding debarment, etc., Exhibit G with their proposal. This document must be satisfactorily completed prior to award of the contract.

4.14 Other Requested Information:

- 4.14.1 The offeror should respond to the information requested in Exhibit H regarding employee Conflict of Interest.

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 OFFEROR’S PROPOSAL.

EXHIBIT A
COST (PRICING PAGE)

A.1 REQUIRED PRICING

The offeror must complete the following pricing table (or in a form similar to the pricing table) by stating firm, fixed purchase pricing necessary to meet the requirements of the RFP for each milestone deliverable.

LINE ITEM	DESCRIPTION	UNIT OF MEASURE	QTY	FIRM, FIXED UNIT PRICE
001	<u>Milestone Deliverable 1:</u> Course outline, including student contact time estimates for each topic, sample graphics, photos, animations and narration. The outline shall include the minimum number of slides per training module and descriptions of student interactive activities included in each module.	Total One-Time Fee	1	\$ _____
002	<u>Milestone Deliverable 2:</u> Fully edited, narrated and ready to use video demonstrations of sample collection procedures.	Total One-Time Fee	1	\$ _____
003	<u>Milestone Deliverable 3:</u> Successful completion of a testing phase of the course that includes department staff and Missouri drinking water system operators.	Total One-Time Fee	1	\$ _____
004	<u>Milestone Deliverable 4 (Final Payment for CBT Course that meets all requirements of the RFP):</u> Final product delivery, including 12 months of technical support as described in RFP paragraph 2.1.13, downloadable Computer Based Training Course which shall be available for unlimited downloads and 5,000 copies of the course on CD-ROMS with jackets.	Total One-Time Fee	1	\$ _____

EXHIBIT A - CONTINUED
COST (PRICING PAGE)

A.2 OTHER REQUIRED PRICES

The offeror must state below all additional firm, fixed applicable costs necessary to satisfy the **mandatory** requirements of the RFP that were not addressed in Table A.1 Required Pricing table. Unless stated in Exhibit A, the state shall assume that absolutely no other fees or charges, including upgrade fees, will be assessed to the state whatsoever to satisfy the RFP requirements.

OTHER REQUIRED COSTS (SPECIFY BELOW IF ANY)	UNIT OF MEASURE	FIRM, FIXED UNIT PRICE
		\$ _____
		\$ _____
		\$ _____

A.3 REQUIRED PAQ PRICING

The offeror must state below all applicable costs necessary to satisfy the PAQ consulting service requirements of the RFP. The per hour rates must include all costs associated with performing the consulting services described in RFP section 2.7.

DESCRIPTION/COMMENTS	UNIT OF MEASURE	FIRM, FIXED UNIT PRICE
Project Assessment Quotation (PAQ) consulting rates		
<i>If providing multiple consulting job classifications, then please list consultant job classification titles and their corresponding per hour consulting rate on separate rows below:</i>	Per Hour	\$ _____

EXHIBIT A - CONTINUED
COST (PRICING PAGE)

RENEWAL OPTIONS FOR ALL PRICING

The Division of Purchasing and Materials Management shall have the sole option to renew the contract for three (3) additional one-year periods, or any portion thereof.

The offeror must indicate below the maximum allowable percentage of price increase or **guaranteed** minimum percentage of price decrease applicable to the renewal option periods. The quoted percentage(s) shall apply to each itemized component stated in Exhibit A. **If a percentage is not quoted (i.e. left blank), the state shall have the right to execute the option at the same price(s) quoted for the original contract period.** Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the **ORIGINAL** contract price, NOT against the previous year's price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentages indicated below will be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

NOTICE: DO NOT COMPLETE BOTH a maximum increase and a minimum decrease for the same renewal period.

Renewal Period	Maximum Increase	OR	Minimum Decrease
1 st Renewal Period:	original price +____%		original price - ____%
2 nd Renewal Period:	original price +____%		original price - ____%
3 rd Renewal Period:	original price +____%		original price - ____%

EXHIBIT B**PROPOSED METHOD OF PERFORMANCE**

(Evaluation value is 40 points)

The evaluation of the offeror's proposed of performance shall be subjective based on the ability of the offeror to perform the requirements stated herein. The following information should be provided by the offeror in order to assist the State of Missouri in evaluation of the offeror's proposed method of performance. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

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 OFFEROR'S PROPOSAL.

B.1 Performance Requirements: It is the offeror's responsibility to make sure all products and services proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the products and services proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

Within the offeror's response to Exhibit B, the offeror should detail how they intend to satisfy the requirements outlined in the Functional and Technical Specifications and Requirements, Section 2, of the RFP. In doing so, the offeror should insert their response immediately following the paragraph to which they are responding in the RFP. **The offeror should describe how the requirements will be fulfilled by the proposed service offerings to include by whom, when, with what, why, where, etc., the requirements will be satisfied.**

A simple "yes, no, or compliant" response does not fulfill this description request. The offeror should present a detailed description of all services proposed in the response to this Request for Proposal. It is the offeror's responsibility to make sure all requirements are adequately described.

PLEASE USE THE SAME PARAGRAPH NUMBERING SCHEME AS THE RFP WHEN RESPONDING TO EACH PERFORMANCE SPECIFICATION.

- 1) The offeror should present a written narrative, which demonstrates the method or manner in which the offeror proposes to satisfy these requirements and at a minimum include information pertaining to the following areas:
 - a. Project Schedule / Schedule of Events - The offeror should describe the proposed schedule for performance of the requirements. At a minimum, the schedule should include: (1) staffing plan, (2) testing, (3) implementation, and (4) projected go live date. The project schedule should indicate major milestone timeframes. In the event of overlapping or concurrent tasks, the offeror may also submit a graphic chart (PERT, bar, line, etc.).
 - b. User Acceptance Testing: The offeror should provide a detailed user acceptance-testing plan.
 - c. The offeror should provide detailed information regarding the content of the proposed CBT courses. The offeror should provide a course outline, training objectives, sample instructional material, etc.

EXHIBIT B (continued)**PROPOSED METHOD OF PERFORMANCE**

- d. The offeror should provide any other information pertinent to verifying that the CBT course content will meet or exceed the product training needs.
- e. The offeror should provide details of their proposed maintenance support plan.
- f. The offeror should describe in detail any additional features, expansion options, and/or enhancements the offeror can offer to meet the objectives stated by the department in this RFP.
- g. The offeror should submit an example of a previously developed interactive training course with their proposal. The sample should be submitted via electronic media so that evaluators can view operation of the course.
- h. The offeror should provide any other information pertinent to verifying that the CBT course content will meet or exceed the product training needs of the department.
- i. The offeror should describe how it will staff the project including the number of staff utilized for each respective phase or deliverable and how it will provide continuous personnel and other resources necessary throughout the term of the project.
- j. The offeror should describe their proposed technical support plan.

B.2 Performance Requirements Economic Impact to Missouri: The offeror should provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products. This description should include the following information:

- The offeror should provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
- The offeror should provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
- If any service offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror MUST disclose such fact and provide details with the proposal.

EXHIBIT B (continued)**PROPOSED METHOD OF PERFORMANCE****IT Accessibility:**

B.3 As explained under “Accessibility Compliance” in the Performance Requirements section 3 of this document, the State of Missouri is mandated to make information technologies accessible to individuals with disabilities and has established statewide accessibility standards (Missouri Information Technology (IT) Accessibility Standards <http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>) which must be followed in the state’s acquisition of IT products. Therefore, the offeror must provide a description of each proposed product’s conformance with the Missouri IT Accessibility Standards by means of completing either a Voluntary Product Accessibility Template (VPAT) (<http://www.itic.org>) or other comparable document (see Table below). If a product does not conform completely to a given Missouri IT Accessibility Standard, the offeror must disclose the non-conformance as part of the VPAT or comparable document.

HELPFUL RESOURCES REGARDING IT ACCESSIBILITY:

The link references below should help offerors in determining the degree of conformance of their software products. The first link is the tutorial from the Access Board on the accessibility standards. Next is a link to the Access Forum’s Paper Tool which provides a discussion of each access standard and techniques for reviewing and deciding if the product meets that standard. This link is to one large document for all access standards so offerors will have to go to the software section for the software standards. Third link is the same type document that is used by a federal agency in reviewing products for conformance to the software standards.

<http://www.access-board.gov/sec508/software-tutorial.tm>;

http://accessibilityforum.org/paper_tool.html; and

http://www.tvworldwide.com/ittact/030813/Cannady_procured_software_v1.doc

- a. The offeror should also provide a written description of compatibility with the following commonly used assistive technology products and a description of the process used to evaluate compatibility:
 - JAWS,
 - Window Eyes,
 - ZoomText,
 - MAGic, and
 - Dragon Naturally Speaking.

(NOTE: The accessibility of the offeror’s proposed product(s) will be considered in the evaluation.)

- b. The offeror should identify whether they have an accessibility coordinator that will be responsible for ensuring conformance to IT accessibility standards during product customization and in the final version deployment. Provide a description of the accessibility coordinator’s experience and expertise in developing/customizing products to conform with IT accessibility standards.

EXHIBIT B
(continued)

IT Accessibility Standards (Reference State of Missouri IT Accessibility Standards at http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm)			
No.	Accessibility Requirement	Supporting Features/Functions of the Software Application <i>(Describe how and/or to what degree the proposed Pharmacy System Solution fulfills the accessibility requirement standards)</i>	Comments / Explanations
			- Describe whether the proposed software applications were or will be developed using a standard application programming interface such as Java Accessibility API or MicroSoft Active Accessibility. NOTE: Just because the application was developed using an accessibility API does NOT mean that the application will be completely compatible with Assistive Technology tools, thus compatibility testing is helpful in identifying adjustments that can be made to ensure these tools can provide application use. - Describe whether you have done or will provide compatibility testing with commonly used Assistive Technology tools.
Software Applications and Operating Systems			
1.	When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.		
2.	Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		

IT Accessibility Standards (Reference State of Missouri IT Accessibility Standards at http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm)			
3.	A well defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that assistive technology can track focus and focus changes.		
4.	Sufficient information about a user interface element, including the identity, operation and State of the element, shall be available to assistive technology. When an image represents a program element, the information conveyed by the image must also be available in text.		
5.	When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.		
6.	Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.		
7.	Applications shall not override user selected contrast and color selections and other individual display attributes.		
8.	When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.		
9.	Color-coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		
10.	When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.		
11.	Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.		

12.	When electronic forms are used, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		
Web-based Intranet and Internet Information and Applications			
13.	A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content) except for captioning of audio information, which shall comply with (21) of this section.		
14.	Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.		
15.	Documents shall be organized so they are readable without requiring an associated style sheet.		
16.	Redundant text links shall be provided for each active region of a server-side image map.		
17.	Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.		
18.	Row and column headers shall be identified for data tables.		
19.	Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.		
20.	Frames shall be titled with text that facilitates frame identification and navigation.		
21.	A text-only page, with equivalent information or functionality, shall be provided to make a Web site comply with the provisions of these standards, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.		
22.	When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology.		
23.	A method shall be provided that permits users to skip repetitive navigation links.		

24.	When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		
25.	Contact information for issues related to accessibility shall be provided on each entry page.		
26.	Captioning, video description or other equivalent alternatives for multimedia presentations, excluding live Webcasts, shall be provided in synchrony with the presentation, and in accordance with the following: (i) Captioning shall be provided for multimedia presentations that contain speech or other audio information necessary for the comprehension of the content in accordance with the schedule established in Paragraph (c) under Video and Multimedia Products. (ii) Video description shall be provided for multimedia presentations that contain visual information necessary for the comprehension of the content, in accordance with the schedule established in Paragraph (d) under Video and Multimedia Products. (iii) Live Webcasts that contain speech or other audio information necessary for the comprehension of the content, shall be captioned in accordance with the following schedule with priority given to content of statewide importance and events that do not provide the opportunity to request individual accommodations.		

EXHIBIT C**EXPERIENCE, EXPERTISE AND RELIABILITY**
(Evaluation value is 60 points)

The evaluation of the offeror's experience and reliability & expertise of proposed personnel shall be subjective based on the ability of the offeror to perform the requirements stated herein. Therefore, the offeror should present detailed information regarding the organization's experience and expertise of proposed personnel. The following information should be provided by the offeror in order to assist the State of Missouri in evaluation of the offeror's experience and expertise of personnel. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

C.1 EXPERIENCE and RELIABILITY:

- a. Describe the nature of the offeror's business, type of services performed, etc.
- b. The offeror should describe the history of the company. The offeror should indicate the number of years its firm has been providing similar type services.
- c. The offeror should describe their experience with developing training courses for water system operators and any previous contract experiences of a similar nature and complexity in scope, responsibility and technologies involved as what is described in this RFP.
- d. The offeror should provide reference contact information (name, role in project, phone, and e-mail). Please verify correct e-mail address prior to submitting) for the projects described pursuant to the above in order to allow the evaluators to verify the information. Utilizing the table below (or in a similar format), the offeror should provide up to five (5) references that may be contacted. In addition, the offeror should provide up to three (3) references that may be contacted for any/each subcontractor that the offeror proposes to utilize to meet the requirements of the RFP. Please clearly indicate which references are for subcontractor(s). Please make sure the contact information, including the email addresses, are current, correct and available for reference contact.

The evaluator's inability to contact a reference due to incorrect or inaccurate reference information or failure of the reference contact person to respond shall be considered an invalid reference.

REFERENCE	
Contracting Agency/Entity Client Name:	
Contact Name:	
Contact Title:	
Description of Role / Responsibility the above contact person had in referenced contract work:	
Contact Phone Number:	
Contact Email Address: *please verify accuracy of email address*	
Applicable Dates of Contract Work	
Description of Role / Responsibility in referenced contract work:	

- e. The offeror should provide information that documents the depth and number of resources (i.e., financial, supplies, facilities, infrastructure, and human resources) to ensure completion of all RFP requirements. The offeror should document how sufficient resources will be provided to the State of Missouri.
- f. The offeror should describe any other companies and organizations that are strategic partners or alliances. Explain what benefit(s) the agency will receive from these alliances and/or partners as it relates to the provision of the required system and services described herein. Offeror should disclose any corporate affiliations regarding other service organization affiliations, etc.

C.2 EXPERTISE OF PERSONNEL:

- a. The offeror should describe the resources that will be provided to assure successful project implementation.
- b. The offeror should provide detailed information about the experience and qualifications, including any applicable certifications, of the personnel proposed for each personnel classification provided in response to the RFP and identify whether the staff is that of the contractor or subcontractor.
 - The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the State of Missouri.
- c. The offeror should provide previous work assignments of the proposed personnel that are similar to the work they will be responsible for under the subsequent contract.
- d. If personnel are not yet named, the offeror should provide:
 - Detailed descriptions of the required employment qualifications; and
 - Detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

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 OFFEROR'S PROPOSAL.

EXHIBIT D
PARTICIPATION COMMITMENT

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

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

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

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

EXHIBIT D – continued**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the offeror is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

~ Copy This Form For Each Organization Proposed ~

Offeror Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

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

Name of Organization _____

Contact Name: _____

Email: _____

Address: _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

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

Authorized Signature:

Authorized Signature of Participating Organization

Date

EXHIBIT E
MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

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

Definitions:

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

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

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

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

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

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

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

 Service-Disabled Veteran's Name
 (Please Print)

 Service-Disabled Veteran Business Name

 Service-Disabled Veteran's Signature

 Missouri Address of Service-Disabled Veteran Business

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

BUSINESS ENTITY CERTIFICATION:

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

- | | |
|----------------------|---|
| <u>BOX A:</u> | To be completed by a non-business entity as defined below. |
| <u>BOX B:</u> | 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/xprevprot/programs/gc_1185221678150.shtm . |
| <u>BOX C:</u> | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management. |

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under B2Z11042 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 State of Missouri 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 F, continued**BOX B – CURRENT BUSINESS ENTITY STATUS**

(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.)

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 offeror must perform/provide the following. The offeror should check each to verify completion/submission:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the offeror'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 F (continued)**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

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

Signature of Notary

Date

EXHIBIT F, continued**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

(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.)

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 offeror's name and the MOU signature page completed and signed by the offeror and the Department of Homeland Security – Verification Division.
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

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

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

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted:

(if known)

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID
Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY:

Documentation Verification Completed By:

Buyer

Date

EXHIBIT G

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.

Name and Title of Authorized Representative

Signature

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 H**OTHER REQUESTED INFORMATION****H.1 CONTACT INFORMATION**

If different from the information provided on the front page of the RFP, the offeror should provide all necessary contact information including the RFP Coordinator, Contract Coordinator if awarded a contract, etc.

RFP COORDINATOR CONTACT INFORMATION <i>i.e. person to be contacted for questions and other coordination activities regarding the offeror's proposal</i>	
NAME:	
JOB TITLE:	
PHONE:	
FAX #:	
EMAIL:	

CONTRACT COORDINATOR CONTACT INFORMATION <i>i.e. person to be contacted for questions and other coordination activities regarding an awarded contract</i>	
NAME:	
JOB TITLE:	
PHONE:	
FAX #:	
EMAIL:	

H.2 OFFERORS AS EMPLOYEES

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

Name and title of state employee, General
Assembly member or statewide elected official: _____

Name of state agency where employed: _____

Percentage of ownership interest in offeror's
organization held by state employee, General
Assembly member or statewide elected official: _____%

EXHIBIT H (Continued)**PERFORMANCE OUTSIDE UNITED STATES****H.3 PERFORMANCE OUTSIDE UNITED STATES**

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

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

Attachment 1

PAQ Form

Contract No:	PAQ No:
PAQ Title:	Final PAQ Sent to DPMM Date:
State Agency:	Final PAQ Issue Date:
Agency Address:	PAQ Request Date:
Agency Project Manager:	Phone: () - / Email:
Contractor Point of Contact:	Phone: () - / Email:
Agency Signature Authorization to Proceed:	_____ DATE: _____
Contractor Signature Authorization to Provide Services:	_____ DATE: _____
PROJECT GOAL/OBJECTIVES:	
PROJECT APPROACH/SCOPE OF WORK:	
<i>A detailed itemization and description of all of the project tasks which shall be completed by the contractor (i.e. project work), including requirements for and specified frequency of any required status reports; the specified project tasks and deliverables must be clearly stated and must be quantifiable. List any Attachments.</i>	
ON-SITE WORK HOURS:	
<i>(Specify the work day start time and end time such as 8:00 a.m. to 5:00 p.m. Monday – Friday, excluding state holidays. Indicate any after-hours requirements and building access security measures)</i>	
PROJECT ASSUMPTIONS:	
LIST OF DELIVERABLES:	
STATE TASKS/RESPONSIBILITIES:	
PROJECT TIME LINE/WORK PLAN:	
<i>(At a minimum must include information pertaining to: Actual Start Date/Actual End Date/Target Start Date/Target End Date/Task Description/ Task Duration/ Responsible Resource/Variance based on Actual & Target Dates with notes describing reasons for Variance/ Project Sign-Off Acceptance Criteria/ Project Acceptance Signatures). List any Attachments.</i>	

Attachment 1

PAQ Page 2

Project Budget Calculations:

		On Site Consultant	Off Site Consultant	On Site Consultant	Off Site Consultant	On Site Consultant	Off Site Consultant	
Billing Rate/Hour:		\$	\$	\$	\$	\$	\$	
Consultant Classification:								
Project / Phase / Milestone Description		Number of Hours		Number of Hours		Number of Hours		Project Costs by Phase /Milestone
								\$
								\$
								\$
								\$
								\$
								\$
PROJECT TOTAL:								\$
Hours by Classification:								Total Hours:
Project Fees by Classification:		\$	\$	\$	\$	\$	\$	

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

1. TERMINOLOGY/DEFINITIONS

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

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

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

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov> to obtain a copy of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered

offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a Premium registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a Premium registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the Premium registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- f. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.
- d. In the evaluation of proposals, a service-disabled veteran business preference shall be applied in accordance with section 34.074, RSMo.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with sections 34.010 and 34.070, RSMo, and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

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

11. DELIVERY

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

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

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

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

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

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately. If it is determined the DPMM improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

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

18. BANKRUPTCY OR INSOLVENCY

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

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

21. AMERICANS WITH DISABILITIES ACT

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

22. FILING AND PAYMENT OF TAXES

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

23. TITLES

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