



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

AMENDMENT NO.: 002
RFP NO.: B3Z10128
TITLE: Public Drinking Water System Assistance
ISSUE DATE: 01/04/10

REQ NO.: NR 780 3460000004
BUYER: Julie Kleffner
PHONE NO.: (573) 751-7656
E-MAIL: Julie.Kleffner@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: January 12, 2010 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.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)

DPMM
PO BOX 809
JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM
301 WEST HIGH STREET, ROOM 630
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
Public Drinking Water Branch
Post Office Box 176
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 terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments 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) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

**Public Drinking Water System Assistance
Department of Natural Resources**

Prospective offerors are hereby advised the following paragraphs have been revised:

2.4.1 c. 4)

2.4.2

2.4.2 a.



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

AMENDMENT NO.: 001
RFP NO.: B3Z10128
TITLE: Public Drinking Water System Assistance
ISSUE DATE: 12/22/09

REQ NO.: NR 780 3460000004
BUYER: Julie Kleffner
PHONE NO.: (573) 751-7656
E-MAIL: Julie.Kleffner@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: January 12, 2010 AT 2:00 PM CENTRAL TIME

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DPMM
PO BOX 809
JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM
301 WEST HIGH STREET, ROOM 630
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
Public Drinking Water Branch
Post Office Box 176
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 terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments 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.

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AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

**Public Drinking Water System Assistance
Department of Natural Resources**

Prospective offerors are hereby advised that paragraph 1.3.7 has been inserted and Attachment 2 has been revised.



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

RFP NO.: B3Z10128
TITLE: Public Drinking Water System Assistance
ISSUE DATE: 12/7/09

REQ NO.: NR 780 34600000004
BUYER: Julie Kleffner
PHONE NO.: (573) 751-7656
E-MAIL: Julie.Kleffner@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: January 12, 2010 AT 2:00 PM CENTRAL TIME

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(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
Public Drinking Water Branch
Post Office Box 176
Jefferson City MO 65012

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 05/21/09). 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.

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PRINTED NAME		TITLE	

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of assistance to public drinking water systems in the State of Missouri as set forth herein.
- 1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
- 1) Introduction and General Information
 - 2) Contractual Requirements
 - 3) Proposal Submission Information
 - 4) Pricing Page(s)
 - 5) Exhibits A - K
 - 6) Terms and Conditions
 - 7) Attachments 1 - 2

The offeror is advised that attachments exist to this document which provide additional information and instruction. These attachments are separate links that must be downloaded from the Division of Purchasing and Materials Management's Internet web site at: <https://www.moolb.mo.gov>. It shall be the sole responsibility of the offeror to obtain each of the attachments. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain a copy of the attachments.

1.2 Pre-Proposal Conference - **A pre-proposal conference regarding this Request for Proposal will be held on December 21, 2009, at 9:00 a.m., in the LaCharrette Conference Room 1E of the Lewis and Clark State Office Building, 1101 Riverside Drive, Jefferson City, Missouri.**

- 1.2.1 Pre-Proposal Conference Agenda - The offeror should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 1.2.2 Pre-Proposal Conference RFP Questions – All potential offerors are encouraged to attend the Pre-Proposal Conference as it will be used as the forum for questions, communications, and discussions regarding the RFP. The offeror should become familiar with the RFP and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the RFP.
- a. Prior Communication – Prior to the Pre-Proposal Conference, the offeror may submit written communications and/or questions regarding the RFP to the buyer identified on page one. Such prior communication will provide the State of Missouri with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.
 - b. During the Pre-Proposal Conference, it shall be the sole responsibility of the offeror to orally address all issues previously presented to the buyer by the offeror, including any questions regarding the RFP or areas of the RFP requiring clarification.
 - c. Amendment to the RFP - Any changes needed to the RFP as a result of discussions from the Pre-Proposal Conference will be accomplished as an amendment to the RFP. Neither formal minutes of the conference nor written records of the questions/communications will be maintained.
- 1.2.3 Pre-Proposal Conference Special Accommodations - Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

1.3 Background Information:

- 1.3.1 On February 17, 2009, Congress and the President enacted the American Reinvestment and Recovery Act of 2009 (ARRA). The ARRA is an economic stimulus package that includes funding states can use to contract for providing technical assistance to public drinking water systems. This funding is provided through set-asides under the Drinking Water State Revolving Fund (DWSRF). With this funding the ARRA emphasizes technical assistance to public water systems, water conservation measures, and energy efficiency. Contracts awarded under this RFP will be funded by the ARRA until that funding is expended and then will continue to be funded after that date by the Drinking Water State Revolving Fund capitalization grant set-asides until the end of the contract period.
- 1.3.2 The Missouri Department of Natural Resources' Public Drinking Water Branch (PDWB) is committed to assisting public water systems throughout the state with improvements in unaccounted for water loss issues, distribution system mapping, energy audits, operator certification issues, capacity development, loan assistance, and similar technical assistance measures in order to ensure that it is providing optimal assistance to public water system owners and operators as they strive to provide safe drinking water to the public.
- 1.3.3 Assistance may be provided to any size public water system under the contract. There are approximately 2,780 public water systems located throughout the state. Approximately 75% of the public water systems in Missouri are located in the southwestern and central areas of the state. Attachment 1 shows the locations of all the water systems in the State of Missouri. Public water systems include, but are not necessarily limited to, mobile home parks, resorts, subdivisions, municipalities, public water supply districts, restaurants, and convenience stores. Public water systems may be community or non-community systems (both transient and non-transient).
- 1.3.4 Approximately 90 percent of public water systems in Missouri are small systems. Small public water systems, due to their limited resources, have a special need for assistance.
- a. For purposes of this document, "small public water system" is defined as a public water system that serves 10,000 or fewer persons.
- 1.3.5 Additional information about the Public Drinking Water Branch and the five (5) Department of Natural Resource's regional offices can be found on the internet at: <http://www.dnr.mo.gov/index.html>.
- 1.3.6 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.

Paragraph revised by Amendment #001
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- 1.3.7 A previous contract has existed for services similar to the water system technical assistance services being obtained via this RFP. A copy of the contract can be viewed and printed from the Division of Purchasing and Materials Management's **Contract Document Search System** located on the Internet at: <http://www.oa.mo.gov/purch>. In addition, all proposal and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing and Materials Management's **Contract Document Search System**. Please reference the Bid number B3Z07138 or the contract number C307138001 when searching for these documents.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide technical assistance to public water system owners, operators, management staff and, as applicable, other personnel including city or district staff and board members, associated with the public water systems, hereinafter referred to as “water system personnel”.
- 2.1.2 The contractor shall provide technical assistance services for one or more of the following, as described herein, and as specified in the Notice of Award portion of the contract.
 - a. Water System Technical Assistance
 - b. Operator Certification and Other Assistance
 - c. Energy Efficiency and Water Conservation
 - d. Funding Application Assistance and Related Paperwork
- 2.1.3 The contractor shall perform all services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department of Natural Resources, hereinafter referred to as the “state agency”.
- 2.1.4 The contractor shall work in close coordination with the state agency to meet the provisions and requirements stated herein.

2.2 Responsible Personnel:

- 2.2.1 The contractor shall agree and understand that the state agency shall assign a contact person, hereinafter referred to as the “project manager”, who shall be the contractor’s state agency contact throughout the effective period of the contract.
- 2.2.2 The contractor shall provide sufficient personnel to provide the services required herein.
 - a. The state agency estimates that the volume of required services will require at least one person on a full time dedicated basis for each of the four identified areas requiring technical assistance.
 - b. References to “the contractor” throughout this document shall also be deemed to include the person/personnel provided by the contractor.
- 2.2.3 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.
- 2.2.4 Authorized Personnel:
 - a. 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.
 - b. 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.

- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

2.3 Work Plan Requirements:

- 2.3.1 The contractor shall agree and understand that state agency shall provide the contractor with the list of public water systems and other input about the type of assistance that might be required under the awarded contract. The contractor shall understand that the public water systems identified by the state agency shall be the highest priority for assistance. Second tier systems shall be those requesting assistance from the contractor. However, the contractor is allowed reasonable latitude and discretion in planning on-site visits to make efficient use of time and other resources.
 - a. The contractor shall understand and agree that the type of assistance needed may range from basic instructions to more comprehensive assistance requiring multiple visits with several hours of assistance at each visit. The contractor's objective shall be to provide meaningful assistance.
 - 1) The contractor services may include attending board and council meetings, providing presentations, preparing and conducting group training sessions and workshops, and attending other training sessions and meetings relevant to the services required herein.
 - b. In the performance of the services, the contractor shall agree and understand that extensive travel by the contractor may be required. Based on the dispersion of public water systems in the state, the state agency estimates that 75 percent of the needed services will be in the central and southwestern areas of the state.
 - c. The contractor's services may include, but not be limited to, proactively seeking out systems needing assistance, promoting water and energy audits, providing loan and grant information, etc. The contractor's work plan shall include details on the contractor's planned approach to such activities if applicable to the awarded contract.
- 2.3.2 The contractor shall confer with staff from each assigned public drinking water system to obtain additional information about the type and amount of assistance that will be required. If deemed

necessary based on initial discussions, the contractor shall travel to the public drinking water system to determine a specific work plan for performance. Based on the information gained during such discussions/visit, and by no later than thirty (30) calendar days after notification by the state agency of the list of public water systems assigned to the contractor, the contractor shall develop a work plan detailing the contractor's plan for providing assistance to the assigned public water systems.

- a. The contractor shall submit the work plan to the state agency for review and approval. The contractor shall agree and understand that the state agency shall have the right to modify, require changes, and/or to require additional elaboration to the work plan as deemed necessary to accomplish the goal and objectives for assistance. The contractor shall agree and understand that the state agency shall have complete and total approval authority of the contractor's work plan.
- b. The work plan must define specific details of the contractor's approach for performance and completion of the assistance service for each public water system assigned. At a minimum, the contractor shall include the following in the work plan:
 - 1) Scope of the proposed services including the type of assistance and number of assistance visits that will be performed for each public water system throughout the contract period.
 - 2) Names and contact numbers of each of the contractor's assigned person(s) who will provide the services/work on the project (considering the need for consistency in service and message).
 - 3) A description of the type and degree of access to records and materials that will be required by the contractor in order to perform the services.
 - 4) Time periods that will be affected including specific dates for activities and services for each public water system if applicable to the awarded contract.

2.3.3 Because the needs of the public water systems may change or may become more evident to the contractor or the state agency throughout the contract period, the state agency shall have the right to change, add, or delete public water systems to the list of the contractor's assigned public water systems and the contractor may be required to develop and submit a new or revised work plan.

- a. The contractor shall prepare and submit all such future work plans, including any renewal period work plans, within a timeframe stipulated by the state agency.

2.4 Performance Requirements:

2.4.1 After approval by the state agency of the work plan or revised work plan, the contractor shall perform in accordance with the approved plan.

- a. Water System Technical Services – If awarded the water system technical services, the contractor shall perform any or all of the following as deemed necessary by the state agency to provide the technical assistance as approved in the work plan:
 - 1) Provide on-site and off-site training and technical assistance to public water system personnel including decision-makers and operational staff in order to improve working knowledge and expertise of public drinking water statutes, regulations, guidance, water system management and operations, financial management, and procedures.
 - 2) Provide on-site training and technical assistance on system-specific problems with compliance with public drinking water statutes, regulations, policy, guidance, and best practices, including assistance with compliance with the Consumer Confidence Reports rule as requested by the state agency or the water system.

- 3) Provide on-site, system specific assistance with sampling, schedules, monitoring plans and procedures, and related issues.
 - 4) Develop and provide training targeted to public water systems on system operations, maintenance, compliance with regulations, and related topics.
 - 5) Provide training and technical assistance to improve knowledge and understanding among water system personnel of the relationship and the importance of water quality and the technical, financial, and managerial integrity of the public water system.
 - 6) Work with new community and nontransient noncommunity water systems as directed by the state agency to assure technical, managerial and financial requirements are met prior to issuance of the permit to dispense water.
 - 7) Attend approved training as needed to stay current with statutes, regulations, guidance documents, and other requirements to fulfill the contract.
 - 8) Perform a baseline survey and set up a database of Missouri public water systems' technical, managerial, and financial capacity using a form, format and content approved by the state agency.
- b. Operator Certification and Other Assistance - If awarded the operator certification and other assistance services, the contractor shall perform any or all of the following as deemed necessary by the state agency to provide the training and technical assistance as approved in the work plan:
- 1) Contact public water systems identified by the state agency as lacking a properly certified operator (approximately 360 systems) to determine their current certified operator status, discuss requirements for their system size and type, and provide information on the certification process, vouchers for small systems, training and use of contract operators.
 - 2) Assure that the state agency's data is current for the chief operator and other legal entities for each public water system lacking a properly certified operator.
 - 3) Attend approved training as needed to stay current with statutes, regulations, guidance documents, and other requirements to fulfill the contract.
 - 4) Develop and provide department-approved pre-certification training of at least 35 to 45 hours of contact time that will provide six months of equivalent experience for distribution or treatment certification. To the extent feasible, such training shall be geographically targeted so that attendees are travelling no more than one hour one way.
 - 5) Develop and provide state agency-approved training targeted to small public water systems on system operations, maintenance, compliance with regulations, and related topics.
 - 6) Provide assistance with compliance with the Consumer Confidence Reports rule as requested by the state agency or the water system.
 - 7) Provide training and technical assistance to public water system personnel as requested by the state agency.
- c. Energy Efficiency and Water Conservation - If awarded the energy efficiency and water conservation services, the contractor shall perform any or all of the following as deemed necessary by the state agency to provide the technical assistance as approved in the work plan:

- 1) Perform energy audits at public water systems and propose feasible system-specific strategies and implementation plans for decreasing energy usage.
- 2) Perform water audits and propose feasible system-specific strategies for decreasing water loss to acceptable levels (generally 10% or less loss.) Provide training and technical assistance as necessary to assist systems with resolving or mitigating unaccounted for water loss, including leak detection, assistance with administrative issues, meter functions, and related actions.
- 3) Assist systems with developing and implementing feasible water or energy conservation measures, such as, for example, public awareness campaigns, meter replacement or installation plans, etc.

Paragraph Revised by Amendment #002
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- 4) Provide distribution system mapping services as requested. Locate and map the public water supply's distribution system showing the location, of fire hydrants, valves, meter pits, and other system related appurtenances positioned at ground level or higher using GIS/GPS coordinates. With information readily available from the public water supply locate as close as possible and provide size of water transmission and distribution mains. Provide a paper copy of the map to the public water systems and to the appropriate state agency regional office.
 - 5) Provide assistance and training to public water system personnel on backflow prevention issues.
 - 6) Attend approved training as needed to stay current with statutes, regulations, energy conservation measures, water conservation measures, leak detection, distribution issues, and equipment to fulfill requirements of the contract.
- d. Funding application assistance and related paperwork - If awarded the funding application assistance and related paperwork services, the contractor shall perform any or all of the following as deemed necessary by the state agency to provide the training and technical assistance as approved in the work plan:
- 1) Provide system-specific information and assistance to small public water systems on financial resources available for infrastructure improvements such as Drinking Water State Revolving Fund and other state agency loans and grants, United States Department of Agriculture Rural Development, Community Development Block Grants, and similar infrastructure funding programs.
 - 2) Develop and provide training and other information for water system officials on financial and other resources available for public water system infrastructure improvement plans including, for example, assistance with engineering reports, facility plan assistance, etc.
 - 3) Work closely with the state agency to provide management and administrative assistance to small public water systems with any aspect of the Drinking Water State Revolving Fund loan and grant process as required. This may include, but may not be limited to, assisting with: loan applications; grant applications; the environmental review process; income surveys; rate setting, and technical, managerial and financial issues.
 - 4) Receive training as needed to stay current with rules, regulations, guidance documents, etc., to fulfill requirements of the contract.

Paragraph Revised by Amendment #002
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- 2.4.2 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein. Any equipment purchased under the contract or provided by the state agency shall be returned to the state agency upon demand or upon termination of the contract. The contractor must obtain state agency approval prior to the purchase of equipment. The state agency and the contractor will confer on the necessity and type of equipment

needed to fulfill the requirements of the contractor. The decision of the state agency regarding the purchase of equipment shall be final.

Paragraph Revised by Amendment #002
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- a. The state will follow state procurement procedures to purchase any necessary equipment. Equipment purchased by the state agency and placed in the custody of the contractor shall remain the property of the state agency. The contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the state agency within the time frame specified by the state agency.

2.5 Administrative Requirements:

2.5.1 Coordination Meetings and Reports:

- a. On a weekly basis, the contractor shall confer with the state agency project manager regarding the specific public water systems that need assistance and the type of assistance deemed necessary. However, the final decision shall rest with the state agency. Such discussions may be conducted in person or by telephone or email at the discretion of the state agency.
- b. On a monthly basis by no later than ten (10) calendar days after the end of the monthly reporting period, the contractor shall schedule and hold a coordination meeting with the state agency project manager to review progress being made. Such monthly meetings shall be held in person in Jefferson City, Missouri unless the state agency determines that a meeting may be held at another location or via conference call or on-line meeting. In addition, the state agency shall have the right to change the meetings to a less frequent occurrence, as deemed necessary by the state agency.
- c. On a quarterly basis by no later than ten (10) calendar days after the end of each calendar quarter, the contractor shall schedule and hold a coordination meeting with personnel at each of the five (5) state agency regional offices in which the contractor has assisted or plans to assist public water systems in order to review progress being made, to discuss the assistance being provided. Such quarterly meetings shall be held in person or by teleconference at the regional office's discretion.
- d. On a monthly basis no later than ten (10) calendar days after the end of each calendar month reporting period, the contractor shall prepare and submit a written progress report to the state agency in a form and format approved by the state agency. The report shall be in an electronic format and shall be submitted as an E-mail attachment. The report shall include the specific activities performed/completed during the reporting period for each water system assisted, how the activities improved the water system, and any follow up or additional work planned with the water system.
- e. At the end of each annual contract period, the contractor shall submit a year-end report to the state agency that summarizes the contractor's activities for the contract period. Such report shall be in a form and format prescribed by the state agency.

2.5.2 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency.

- a. The contractor shall make all such records, books, and other documents relevant to the contract available to the state agency and/or its designees and/or the Missouri State Auditor in an acceptable format and at all reasonable times during the term of the contract, and for five (5) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of the action and resolution of all issues which arise from it. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

- b. The contractor shall permit governmental auditors and/or authorized representatives of the State of Missouri to have access, for the purpose of audit or examination, to any of the contractor's books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor. The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor. However, the contractor shall have the right to contest any such exception by any legal procedure the contractor deems appropriate. The state agency will pay the contractor all amounts which the contractor may ultimately be held entitled to receive as a result of any such legal action.

- 2.5.3 Contract Monitoring - The state agency reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the state agency determines the contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed.

2.6 Invoicing and Payment Requirements:

- 2.6.1 Prior to any payments becoming due per the contract, the contractor must submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.

- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>

- 2.6.2 Invoicing – The contractor must submit monthly invoices itemized by public water system if applicable or by activity performed on the contractor's original descriptive business invoice form to the state agency at the address shown on page one and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor shall submit each invoice as specified below:

- a. Per Hour Service Time – The contractor shall submit invoices for the following. With each invoice the contractor shall support all hours invoiced with detailed time sheets indicating the hours worked each day by each person:
 - 1) Services For Public Water Systems – The contractor shall specify the actual hours spent providing services for public water systems and the applicable firm fixed per hour price for services as specified on the pricing page.
 - 2) Administrative Services (attending meetings, attending approved training, preparing reports, etc.) – The contractor shall specify the actual hours spent providing each such service and the firm fixed per hour price for the service. Time spent traveling within the geographic boundaries of the State of Missouri shall be considered time spent providing administrative services.
- b. Travel and Related Travel Expenses - The contractor shall indicate travel related expenses incurred in the performance of services provided at public water systems or in attending required meetings or approved training and shall attach copies of invoices and/or receipts to the contractor's invoice.
- c. Training Expenses – The contractor shall detail actual expenses involved in providing training, such as room rental, course materials, etc.

- 2.6.3 Payments and Reimbursements - After receipt and approval of the required written reports and services performed, the contractor shall be paid and reimbursed for services actually provided as follows:

- a. Per Hour Service Time - The contractor shall be paid for services actually provided in accordance with applicable firm, fixed per hour price stated on the Pricing Page.
 - b. Travel and Related Travel Expenses - The contractor shall be reimbursed for actual and reasonable travel and travel related expenses pursuant to the Office of Administration State Meal Per Diem Rates. Reimbursement shall not exceed State of Missouri State Meal Per Diem rates.
 - 1) However, the contractor shall only be reimbursed for travel within the geographic boundaries of the State of Missouri. If the contractor or any of the contractor's personnel's official domicile is located outside the geographic boundaries of the State of Missouri, the contractor shall not receive any reimbursements for any costs necessary for personnel to reach the State, including travel time.
 - 2) The Office of Administration Travel Regulations can be found on the Internet by clicking on the Quick Link for Travel Regulations at the following address: <http://www.oa.mo.gov/acct/>.
 - 3) The State of Missouri State Meal Per Diem can be found by clicking on the link at the following Internet address: <http://oa.mo.gov/acct/MealPerDiemNovJune2010.htm>.
 - c. Training Reimbursements - The contractor shall be reimbursed for costs of providing training, such as room rental, training materials, etc.
 - d. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
 - e. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Payment Website at <https://www.vendorpay.oa.mo.gov>.
- 2.6.4 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.
- 2.6.5 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.
- 2.6.6 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency with a check payable as instructed by the state agency in the amount of such overpayment. The contractor shall submit the overpayment to the state agency at the address specified by the state agency.
- 2.7 Other Contractual Requirements:**
- 2.7.1 Contract - 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.

2.7.2 Contract Period - 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 four (4) 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.

2.7.3 Renewal Periods - 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.

- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

2.7.4 Termination - 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. 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.

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

- a. 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.

- b. 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.
- c. 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.

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

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

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

2.7.8 Contractor Status - 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.

- 2.7.9 Coordination - 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.
- 2.7.10 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 2.7.11 Confidentiality:
- a. 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.
 - b. 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.
- 2.7.12 Publicity - 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.
- 2.7.13 Contractor Equipment Use - Title - Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment including, but not limited to, devices, wires, software, technical literature, etc. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.
- a. Liability - 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 provided by the contractor, except as otherwise provided in the contract.
- 2.7.14 Participation by Other Organizations - 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.
- a. 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 on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
 - b. The Division of Purchasing and Materials Management and the Office of Supplier and Workforce Diversity (OSWD) 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.

- c. 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.
 - 1) 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.
 - 2) 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.

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

- 2.8.1 American Recovery and Reinvestment Act of 2009 (ARRA) - The contractor shall understand and agree that the contract involves the use of American Recovery and Reinvestment Act of 2009 (ARRA), §3 funds. In accordance with the ARRA, the contractor must comply with the requirements specified in Attachment 2.
- 2.8.2 In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments:
 - a. Uniform Administrative Requirements - A-102 - State/Local Governments; 2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110).
 - b. Cost Principles - 2CFR 225 – State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR 31.2 - For-Profit Organizations; 45 CFR 74 Appendix E – Hospitals.
- 2.8.3 Steven's Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal 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. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 2.8.4 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity

designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.

- 2.8.5 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.
- 2.8.6 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 2.8.7 Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
 - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - f. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
 - g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
 - h. Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
 - i. Missouri Governor’s E.O. #05-30; and
 - j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

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

3.1.2 When submitting a proposal, the offeror should include four (4) additional copies along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy".

a. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested, but not required, to print the proposal double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted using printer or other loose leaf paper in a notebook or binder.

b. Open Records - Pursuant to Section RSMo 610.021, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Division of Purchasing and Materials Management imaging system.

1) The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Contract Document Search system. 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.

2) 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 proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

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

a. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.

1) In the event the offeror is proposing to provide multiple services, the offeror should organize the proposal in a manner so it clear which service the evaluation category information pertains to and which proposed area of service. It is not necessary to repeat the information for each evaluation category if the information is exactly the same. For example, (1) if the proposed personnel are different by service, the proposal should clearly identify the service the personnel are proposed for and (2) if the method of performance does not vary by service, the method of performance need only be submitted once. However, it must be clear to which areas of service the proposal applies.

b. The proposal should be page numbered.

c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.

- 3.1.4 Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror’s agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.
- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9817.
 - b. Only those questions which necessitate a change to the RFP will be addressed via an amendment to the RFP. Written records of the questions and answers will not be maintained. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be addressed.
 - c. The offeror may contact the Office of Supplier and Workforce Diversity (OSWD) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.
- 3.2 Competitive Negotiation of Proposals** - 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:
- 3.2.1 Negotiations may be conducted in person, in writing, or by telephone.
 - 3.2.2 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 which 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.
 - 3.2.3 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.
 - 3.2.4 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.
- 3.3 Evaluation and Award Process:**
- 3.3.1 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:
 - a. Cost.....100 points
 - b. Experience , Reliability, Expertise of Personnel, and Method of Performance 90 points
 - c. MBE/WBE Participation 10 points
 - 3.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

3.3.3 Separate evaluations shall be conducted for each of the following. One award will be made for each of the following areas:

- a. Water System Technical Assistance
- b. Operator Certification and Other Assistance
- c. Energy Efficiency and Water Conservation
- d. Funding Application Assistance and Related Paperwork

3.4 Evaluation of Cost:

3.4.1 Objective Evaluation of Cost – The cost evaluation shall be conducted by adding the per hour prices for each type of services for the original contract period and any potential renewal periods. The total for water system services will be multiplied times 80 and the total for administrative services will be multiplied times 20.

- a. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \frac{\text{Maximum Cost Evaluation points (100)}}{1} = \text{Assigned Cost Points}$$

- b. The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.

3.5 Evaluation of Offeror's Experience, Reliability, Expertise of Personnel and Method of Performance:

3.5.1 Experience and reliability of the offeror's organization and expertise of the offeror's personnel will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror's organization, information documenting the offeror's experience in past performances related to the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, and information documenting the qualification of the personnel proposed by the offeror to perform the requirements of the RFP.

- a. Offeror Information - The offeror should provide information about the offeror's organization on Exhibit A.
- b. Experience - The offeror should complete Exhibit B with information related to previous and current services/contracts performed by the offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP. In addition, the offeror should obtain the signature of the contact person referenced on the Exhibit verifying that that information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Missouri in order to discuss the services performed by the offeror for the contact person's company.
- c. Personnel Expertise - The offeror should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. If additional personnel resources are available, the offeror may provide information for such personnel by completing Exhibit D.

- 1) The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this RFP.
- 2) 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.

d. Personnel Qualifications - If personnel are not yet hired, 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.

3.5.2 Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Exhibit E is provided for the offeror's use in providing information about the proposed method of performance. The offeror should present information which demonstrates the method or manner in which the offeror proposes to satisfy these requirements and which confirms the offeror's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

3.6 Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:

3.6.1 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. Work performed by MBE/WBEs must provide a commercially useful function related to the delivery of the service/product required herein.
- 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.)

3.6.2 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.

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

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

3.6.4 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 F, 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 G, 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 F; 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 OSD.)

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

3.6.6 Definition -- Qualified MBE/WBE:

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity (OSWD) 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.

3.6.7 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 Supplier and Workforce Diversity (OSWD) at:

Office of Administration, Office of Supplier and Workforce Diversity
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://www.oswd.mo.gov>

3.7 Miscellaneous Submittal Information:

3.7.1 Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to 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 offeror must use the organization for the blind or sheltered workshop in a manner that will constitute an added value or provide a service required as part of the performance of the contract.
- 3) The offeror must provide the following information with the proposal:
 - ✓ Participation Commitment - The offeror must complete Exhibit F, 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 F, 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 F; 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> and <http://www.alphapointe.org>

- d. Commitment – If the offeror’s proposal is awarded, the participation committed to by the offeror on Exhibit F, 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.
- 3.7.2 Missouri Service-Disabled Veteran Business Preference - Any offeror eligible to receive the Missouri service-disabled veteran business preference pursuant to 34.074 RSMo must review and complete Exhibit H, Missouri Service-Disabled Veteran Business Preference, and provide the specified documentation in accordance with the instructions provided therein.
- 3.7.3 Affidavit of Work Authorization and Documentation - 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 I, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit I must be submitted prior to an award of a contract.
- 3.7.4 Debarment Certification – 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 J with the proposal. This document must be satisfactorily completed prior to award of the contract.
- 3.7.5 The offeror should complete and submit Exhibit K, Miscellaneous Information.
- 3.7.6 Business Compliance - 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 not necessarily be limited to:
- a. Registration of business name (if applicable)
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker’s compensation/unemployment compensation)

4. PRICING PAGES

4.1 Water System Technical Services

- 4.1.1 Line 001 – Water System Technical Assistance – If proposed water system technical services, the offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price for each potential renewal period for providing the services in accordance with the provisions and requirements of this RFP.

<u>Contract Period</u>	<u>Per Hour for Water System Services</u>	
Original Contract Period	\$	Firm Fixed Price
First Renewal Period	\$	Maximum Price
Second Renewal Period	\$	Maximum Price
Third Renewal Period	\$	Maximum Price
Fourth Renewal Period	\$	Maximum Price

- 4.1.2 Line 002 - Administrative Services (reporting, travel, etc) - If proposed water system technical services, the offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price per hour for each potential renewal period for providing the services in accordance with the provisions and requirements of this RFP.

<u>Contract Period</u>	<u>Per Hour for Administrative Services</u>	
Original Contract Period	\$	Firm Fixed Price
First Renewal Period	\$	Maximum Price
Second Renewal Period	\$	Maximum Price
Third Renewal Period	\$	Maximum Price
Fourth Renewal Period	\$	Maximum Price

4.2 Water System Operator Certification and Other Technical Assistance Services

- 4.2.1 Line 003 – Operator Certification Services – If proposing water system operation certification and other technical assistance services, the offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price for each potential renewal period for providing the services in accordance with the provisions and requirements of this RFP.

<u>Contract Period</u>	<u>Per Hour for Water System Services</u>	
Original Contract Period	\$	Firm Fixed Price
First Renewal Period	\$	Maximum Price
Second Renewal Period	\$	Maximum Price
Third Renewal Period	\$	Maximum Price
Fourth Renewal Period	\$	Maximum Price

- 4.2.2 Line 004 - Administrative Services (reporting, travel, etc) - If proposing water system operation certification and other technical assistance services, the offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price per hour for each potential renewal period for providing the services in accordance with the provisions and requirements of this RFP.

<u>Contract Period</u>	<u>Per Hour for Administrative Services</u>	
Original Contract Period	\$	Firm Fixed Price
First Renewal Period	\$	Maximum Price
Second Renewal Period	\$	Maximum Price
Third Renewal Period	\$	Maximum Price
Fourth Renewal Period	\$	Maximum Price

4.3 Water System Energy Efficiency and Water Conservation Services

- 4.3.1 Line 005 – Energy Efficiency and Water Conservation Services – If proposing water system energy efficiency and water conservation services, the offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price for each potential renewal period for providing the services in accordance with the provisions and requirements of this RFP.

<u>Contract Period</u>	<u>Per Hour for Water System Services</u>	
Original Contract Period	\$	Firm Fixed Price
First Renewal Period	\$	Maximum Price
Second Renewal Period	\$	Maximum Price
Third Renewal Period	\$	Maximum Price
Fourth Renewal Period	\$	Maximum Price

- 4.3.2 Line 006 - Administrative Services (reporting, travel, etc) - If proposing water system energy efficiency and water conservation services, the offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price per hour for each potential renewal period for providing the services in accordance with the provisions and requirements of this RFP.

<u>Contract Period</u>	<u>Per Hour for Administrative Services</u>	
Original Contract Period	\$	Firm Fixed Price
First Renewal Period	\$	Maximum Price
Second Renewal Period	\$	Maximum Price
Third Renewal Period	\$	Maximum Price
Fourth Renewal Period	\$	Maximum Price

4.4 Funding Applications and Related Paperwork Assistance

- 4.4.1 Line 007 – Funding Application Paperwork Services – If proposed funding applications and related paperwork assistance, the offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price for each potential renewal period for providing the services in accordance with the provisions and requirements of this RFP.

<u>Contract Period</u>	<u>Per Hour for Water System Services</u>	
Original Contract Period	\$	Firm Fixed Price
First Renewal Period	\$	Maximum Price
Second Renewal Period	\$	Maximum Price
Third Renewal Period	\$	Maximum Price
Fourth Renewal Period	\$	Maximum Price

- 4.4.2 Line 008 - Administrative Services (reporting, travel, etc) - If proposed funding applications and related paperwork assistance, the offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price per hour for each potential renewal period for providing the services in accordance with the provisions and requirements of this RFP.

<u>Contract Period</u>	<u>Per Hour for Administrative Services</u>	
Original Contract Period	\$	Firm Fixed Price
First Renewal Period	\$	Maximum Price
Second Renewal Period	\$	Maximum Price
Third Renewal Period	\$	Maximum Price
Fourth Renewal Period	\$	Maximum Price

EXHIBIT A**OFFEROR INFORMATION**

The offeror should provide the following information about the offeror's organization:
--

- a. Provide a brief company history, including the founding date and number of years in business as currently constituted.
- b. Describe the nature of the offeror's business, type of services performed, etc. Identify the offeror's website address, if any.
- c. Provide a list of and a short summary of information regarding the offeror's current contracts/clients involving water systems or similar consulting.
- d. List, identify, and provide reasons for each contract/client gained and lost in the past 2 years.
- e. Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.
- f. Provide a list summarizing any pending or final legal proceedings involving you or your company that took place in any court of law, administrative tribunal or alternative dispute resolution process that was filed, settled or gone to final judgment within the last three (3) years. The summary need not disclose confidential information of a disputed allegation of fact or law, but must contain the allegations made and/or contested or findings of the court of law, tribunal or dispute resolution process. Failure to provide a full and accurate summary of legal proceedings may result in rejection of the proposal or termination of any subsequent contract.
- g. Document the offeror's financial solvency in a manner that is acceptable for public review. Audited financial statements for the last year will provide such documentation; however, the statements will become public information. If the offeror is a subsidiary, also provide the documentation for the parent company.

EXHIBIT B**CURRENT/PRIOR EXPERIENCE**

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's current/prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

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

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

Signature of Reference Contact Person

Date of Signature

EXHIBIT C**EXPERTISE OF KEY PERSONNEL**

(Copy and complete this table for each key person proposed)

Title of Position: _____ Mark the service(s) the individual is proposed to provide: ___ Water System Technical Services ___ Water System Energy Efficiency and Water Conservation ___ Water System Operation Certification ___ Funding Applications and Related Paperwork Assistance	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed. Include dates and documentation of completion:	
# of years experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and dates	
Identify specific information about experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
✓ Water System Technical Services	
✓ Water System Operator Certification	
✓ Water System Energy Efficiency and Water Conservation	
✓ Funding Applications and Related Paperwork Assistance	
Staffing Methodology	
Describe the person's planned duties/role proposed herein:	
Specify the approximate number of hours per month this person is proposed for services	

EXHIBIT D**PERSONNEL EXPERTISE SUMMARY**

Personnel	Background and Expertise of Personnel and Planned Duties
1. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
2. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
3. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
4. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
5. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
6. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	

EXHIBIT E**METHOD OF PERFORMANCE**

The offeror should present a written plan for performing the requirements specified in this Request for Proposal. In presenting such information, the offeror should specifically address each of the following issues:

1. The offeror should provide a short description of the understanding of the services that are required.
2. The offeror should describe how the offeror proposed to ensure that consistence in service and messages is maintained in the provision of services.
3. The offeror may also respond to the provisions in the contractual requirements by: (1) identifying each specific paragraph and subparagraph of the contractual requirements by paragraph number, (2) then writing a description of how, when, by whom, with what, to what degree, why, where, etc., the requirement will be satisfied and otherwise detailing the offeror's understanding of the requirements and ability and methodology to successfully perform.
4. Organizational Chart - The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel.
 - The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the offeror's organization.
 - The names of the personnel should match those identified on Exhibit C.
 - If proposing multiple services, a separate organizational chart should be submitted for each proposed service.
5. Along with a detailed organizational chart, the offeror should describe the following:
 - How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
 - Total Personnel Resources - The offeror should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the offeror has other ongoing contracts that also require personnel resources, the offeror should document how sufficient resources will be provided to the State of Missouri.
6. Economic Impact to Missouri - the offeror should describe the economic advantages that will be realized as a result of the offeror performing the required services. The offeror should respond to the following:
 - 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.
 - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - 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.

EXHIBIT F
PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation Commitment – If the offeror is committing to participation by or if the offeror is a qualified organization for the blind/sheltered workshop and/or MBE/WBE, 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.

Organization for the Blind/Sheltered Workshop Commitment Table	
By completing this table, the offeror commits to use of the organization at the greater of either \$5,000 or 2% of the total dollar value of contract	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop
Water System Technical Services	
Water System Operation Certification	
Water System Energy Efficiency and Water Conservation	
Funding Applications and Related Paperwork Assistance	

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) split the participation between both MBE and WBE. If splitting the participation between both MBE and WBE, do **not double count** the participation.

MBE Participation Commitment Table		
Name of Each Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for Each MBE (% of the Total Contract Value)	Description of Products/Services to be Provided by Listed MBE
Water System Technical Services		
1.	%	
2.	%	
3.	%	
Total MBE Percentage:	%	
Water System Operation Certification		
1.	%	
2.	%	
3.	%	
Total MBE Percentage:	%	

MBE Participation Commitment Table		
Water System Energy Efficiency and Water Conservation		
1.	%	
2.	%	
3.	%	
Total MBE Percentage:	%	
Funding Applications and Related Paperwork Assistance		
1.	%	
2.	%	
3.	%	
Total MBE Percentage:	%	

WBE Participation Commitment Table		
Name of Each Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for Each MBE (% of the Total Contract Value)	Description of Products/Services to be Provided by Listed MBE
Water System Technical Services		
1.	%	
2.	%	
3.	%	
Total MBE Percentage:	%	
Water System Operation Certification		
1.	%	
2.	%	
3.	%	
Total MBE Percentage:	%	

WBE Participation Commitment Table		
Water System Energy Efficiency and Water Conservation		
1.	%	
2.	%	
3.	%	
Total MBE Percentage:	%	
Funding Applications and Related Paperwork Assistance		
1.	%	
2.	%	
3.	%	
Total MBE Percentage:	%	

EXHIBIT G**DOCUMENTATION OF INTENT TO PARTICIPATE**

Mark the service(s) the form is applicable to. A separate form should be completed for each proposed service:

☐ Water System Technical Services
 ☐ Water System Energy Efficiency and Water Conservation
☐ Water System Operation Certification
 ☐ Funding Applications and Related Paperwork Assistance

If the offeror is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) 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)

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

Document the amount of participation the offeror has committed to you (*as the participating organization*) for the products/services you are providing:

If MBE/WBE: _____ % of Total Value of Contract

If Organization for Blind / _____ or % of Total Value of Contract
 Sheltered Workshop: _____ Total Dollar Amount

Authorized Signature:

Authorized Signature of Participating Organization

Date

EXHIBIT H**MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**

Pursuant to 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 34.074 RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable.

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 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 over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a 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, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; 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.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 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.

Veteran Information**Business Information**

 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 I
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 already submitted documentation with a notarized date on or after September 1, 2009 , to 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 _____ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing and Materials Management 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 I, continued**BOX B – CURRENT BUSINESS ENTITY STATUS**

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

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the 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 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 I, 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 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 to 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

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

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

- ✓ 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 completed, notarized Affidavit of Work Authorization signed and dated on or after **September 1, 2009**.

 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

Missouri State Agency or Public University* Name _____

Date of Submission _____

Bid/RFP/Contract No. (If known) _____

* Public University includes the following five schools:

- 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

EXHIBIT J**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 K**MISCELLANEOUS INFORMATION****Outside United States**

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the 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:		

Employee Bidding/Conflict of Interest

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 of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in offeror's organization:		_____ %

**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. 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.
- 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.

Revised 05-21-09

ATTACHMENTS

Insert Attachments here - The attachments are a separate link that must be downloaded separately from the Division of Purchasing and Materials Management's Internet web site. Refer to Introduction and General Information for information on obtaining the attachments.