



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

**RFP NO.: B3Z13106
TITLE: Disparity Study
ISSUE DATE: 04/30/13**

**REQ NO.: NR 300 30003000002
BUYER: Laura Ortmeier
PHONE NO.: (573) 751-4579
E-MAIL: laura.ortmeier@oa.mo.gov**

RETURN PROPOSAL NO LATER THAN: JUNE 3, 2013 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.

<p>(U.S. Mail) RETURN PROPOSAL TO: DPMM PO BOX 809 JEFFERSON CITY MO 65102-0809</p>	or	<p>(Courier Service) DPMM 301 WEST HIGH STREET, RM 630 JEFFERSON CITY MO 65101-1517</p>
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CONTRACT PERIOD: EFFECTIVE DATE OF CONTRACT THROUGH THE DISPARITY STUDY COMPLETION DATE, AS SPECIFIED IN THE CONTRACTOR'S AWARDED PROPOSAL

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

Office of Administration

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 12/27/12). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of a disparity study to evaluate the need for the development of programs to enhance the participation in state contracts of business enterprises owned by women and minorities 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 Pages
 - 5) Exhibits A - K
 - 6) Terms and Conditions
- 1.2 **Pre-Proposal Conference** - A pre-proposal conference regarding this Request for Proposal will be held on Tuesday, May 14, 2013 at 9:30 a.m. Central Time.
- 1.2.1 The offeror may either attend the pre-proposal conference in Room 400 of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri or may participate in the pre-proposal conference via teleconference.
- 1.2.2 Pre-Proposal Conference Agenda - The offeror is advised that the RFP will be used as the agenda for the pre-proposal conference.
- 1.2.3 Pre-Proposal Conference RFP Questions – All potential offerors are encouraged to participate in 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.
- 1.2.4 In order to participate in the conference via teleconference, offerors must contact Laura Ortmeyer from the Division of Purchasing and Materials Management at laura.ortmeyer@oa.mo.gov or 573/751-4579 at least three (3) business days prior to the scheduled pre-proposal conference to indicate of an intention to participate. The offeror will be provided with a telephone number to dial, in order to participate in the pre-proposal conference.
- 1.2.5 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 January 23, 1989, the Supreme Court struck down the City of Richmond's MBE Ordinance as violative of the equal protection clause of the Fourteenth Amendment to the U.S. Constitution. For the first time, in a six-to-three majority decision adhered by Justice O'Connor, the Court applied a strict scrutiny standard to reject Richmond's affirmative action program for minority business enterprises. As a result of this decision, Missouri Legislators have enacted section 37.020 RSMo, subsection 2, that required a study *to determine the availability of socially and economically disadvantaged small businesses* and minority business enterprises in the market place.
- 1.3.2 In 1998, the State of Missouri obtained a disparity study which covered the period of fiscal years 1989-1994. As a result of this study, Missouri found justification for a race- and gender-based preference program through Governor's Executive Orders 98-21 and 05-30 (<http://www.sos.mo.gov/library/reference/orders/>). See also, state regulations 1 CSR 10-17.010 through 1 CSR 10-17.050 for further explanation of the program (<http://www.sos.mo.gov/adrules/csr/csr.asp>).
- 1.3.3 Within the government of the State of Missouri, purchases for goods, services, and construction can generally be described as follows:
- a. State Purchasing Procedures - Within the Executive Branch of state government, procurements for goods/supplies, services, construction, and construction-related services are handled pursuant to chapters 8 and 34 RSMo. For purposes of this Request for Proposal, this classification shall be referred to as "*State Purchasing Procedures*". The Office of Administration is the centralized procurement agency handling procurements/contracts for the Executive Branch of government, except as otherwise delegated by statute or by the Office of Administration. (See <http://www.mo.gov/government/executive-branch/> for additional information related to the Executive Branch.)
 - 1) The Office of Administration, Division of Facilities Management, Design & Construction is responsible for construction and capital improvements contracting pursuant to chapter 8 RSMo for all state agencies except the Institutions of Higher Education, Missouri Department of Transportation, and Department of Conservation's construction and capital improvements projects.
 - The Division of Facilities Management, Design & Construction is located in the Truman State Office Building, 301 West High, Jefferson City, MO.
 - Additional information regarding the Division of Facilities Management, Design & Construction can be found at <http://oa.mo.gov/fmdc/>.
 - 2) The Office of Administration, Division of Purchasing and Materials Management is responsible, pursuant to chapter 34 RSMo, for the procurement of all state required supplies, material, equipment, and professional and general services for all state agencies, except those state agencies exempted by law.
 - The Division of Purchasing and Materials Management does not handle procurements at a level of \$3,000 or below. These are handled by the individual state agencies.
 - The Division of Purchasing and Materials Management has delegated the authority to the various state agencies to handle procurements on a local/individual state agency level when the total annual value of such procurements is less than \$25,000.00 (see <http://oa.mo.gov/purch/agencyinfo/deptpad.pdf>).

- In addition, the Division of Purchasing and Materials Management has delegated the authority to state funded colleges and universities to handle most procurements on a local level (see <http://oa.mo.gov/purch/agencyinfo/univpad.pdf>).
 - The Division of Purchasing and Materials Management is located in the Truman State Office Building, 301 West High, Jefferson City, MO.
 - Additional information regarding the Division of Purchasing and Materials Management can be found at <http://oa.mo.gov/purch/>.
- 3) Also within the Executive Branch, the Missouri Lottery, which is within the Department of Revenue, utilizes State Purchasing Procedures.
- On November 6, 1984, the voters of Missouri authorized the General Assembly, by Article III, Section 39(b) of the Missouri Constitution, to pass legislation establishing a Missouri state lottery. Sections 313.200 through 313.350 RSMo are such legislation.
 - Through section 313.270 RSMo (<http://www.moga.mo.gov/statutes/C300-399/3130000270.HTM>), the Missouri Lottery has the statutory authority for procurements and awarding of contracts and purchase orders. The Missouri Lottery utilizes the State Purchasing Procedures of the Office of Administration in accordance with 12 CSR 40-30 (See <http://www.sos.mo.gov/adrules/csr/current/12csr/12c40-30.pdf>). Procurement records of the Missouri Lottery are maintained in hardcopy/manual form at the Lottery Office which is located at 1823 Southridge Drive, Jefferson City, MO.
 - Section 313.270 RSMo requires that ten percent of the aggregate dollar amount of all contracts be awarded to minority business enterprises and five percent of the aggregate dollar amount of all contracts be awarded to women business enterprises. The Missouri Lottery does not perform a certification process of vendors to verify minority/women owned status; however, the Missouri Lottery utilizes the Office of Administration, Office of Equal Opportunities directory of certified Minority and Women (M/WBE) vendors.
- b. The Legislative and Judicial Branches of government handle their own procurements and the awarding of all types of contracts and purchase orders.
- 1.3.4 The Office of Equal Opportunity (OEO) is a part of the Office of Administration and handles the certification process for Missouri Minority/Women Business Enterprises (M/WBE), along with activities involving Education and Outreach, and Matchmaking Activities (See <http://o eo.mo.gov/>).
- 1.3.5 In addition to the centralized procurement functions of the Office of Administration, Division of Facilities Management, Design & Construction and Division of Purchasing and Materials Management, the Office of Administration, Division of Accounting operates the statewide accounting and payroll system.
- a. The Statewide Accounting system, or SAM II, records transactions the following types of expenditures. However, certain state agencies have internal accounting systems and the expenditures for these state agencies are not included in SAM II. Additionally, depending upon the method a state agency processes payments, some expenditures for some of the state agencies are also not recorded in SAM II.
- 1) Contract expenditures – expenditures at a level of \$25,000 and over that will be associated with a competitive bid number and a contract number, both numbers are assigned by the Division of Purchasing and Materials Management;
 - 2) Agency expenditures – expenditures under \$25,000 that may or may not be competitively bid; and the underlying transaction records, contract or bid numbers, if used, will be handled and/or

maintained by each respective agency, independently of the Division of Purchasing and Materials Management;

- 1.3.6 Procurement cards (P-cards) – The State of Missouri utilizes a P-card system for the payment of some purchases. As the State’s current P-card contractor, UMB Bank holds records with state electronic access to such records. The P-card transactions are not available thru SAM II.

1.4 Other Available Information and Documents:

- 1.4.1 For contracts awarded by the Division of Purchasing and Materials Management, there is a PDF imaging system that permits a search of awarded bid and contract documents. The system includes contracts awarded from 2008 to present and is at: <http://oa.mo.gov/purch/webimaging/Homepage.htm>. The Division of Purchasing and Materials Management also maintains paper contract files for all current contracts. In addition, the Division of Purchasing and Materials Management maintains internal records of M/WBE participation for its contracts. The Division of Purchasing and Materials Management averages about 2,000 contracts outstanding in each fiscal year.
- 1.4.2 For contracts awarded by Division of Facilities Management, Design & Construction, the division maintains paper copies of its current contracts along with all related documents. Closed contracts are archived by the Division of Facilities Management, Design & Construction, with the major documents such as the contract itself and change orders, archived in perpetuity.
- 1.4.3 OEO collects and publishes data on M/WBE participation by state agencies in an annual report. PDF copies of the 2007, 2009, 2010, and 2011 annual reports, and the 2010 Missouri Minority Business Advocacy Commission report, are online at: <http://oao.mo.gov/publications/annual-reports/>.
- 1.4.4 Information on state expenditures is available at the Missouri Accountability Portal, <http://mapyourtaxes.mo.gov/MAP/Portal/Default.aspx>.
- 1.4.5 State agencies utilize P-cards to carry out some purchases. For state fiscal year (FY) 12 (ending June 30, 2012), total P-card purchases were approximately \$18.7 million; over 70% of those transactions were under \$100.00 and over 97% were under \$1,000.00. The State can compare where money was spent on a p-card versus the list of M/WBE certified vendors. Purchase orders are normally kept by the state agency making the purchase.
- 1.4.6 All of the Missouri statutes, including Chapters 8 and 34, are online at <http://www.moga.mo.gov/statutes/statutes.htm>. All of the Missouri Code of State Regulations, including those for the Office of Administration, are available online at <http://www.sos.mo.gov/adrules/csr/csr.asp>.
- 1.4.8 For state agency contracts not handled by the Division of Purchasing and Materials Management or the Division of Facilities Management, Design & Construction, the individual state agency maintains the contract documents.

2. CONTRACTUAL REQUIREMENTS

- 2.1 **Disparity Study General Requirements:** The contractor must perform a comprehensive, effective, and legally supportable and enforceable disparity study that meets the judicial test for constitutional “strict scrutiny” and by other criteria required by applicable law and as required herein. The disparity study must examine procurement practices of those Missouri state agencies operating under the State Purchasing Procedures related to chapters 8 and 34, RSMo. The contractor shall provide such services for the State of Missouri Office of Administration in accordance with the provisions and requirements stated herein.
- 2.1.1 The contractor shall begin the work on the disparity study after receipt of a notice to proceed from the Office of Administration. The contractor should complete the disparity study one year after receipt from the Office of Administration of the notice to proceed.
- 2.1.2 The contractor shall prepare a final written report of the results of the disparity study which must have, at a minimum, an analyses and related reports in each of the areas/topics listed below:
- a. Legal Requirements
 - b. Data Collection
 - c. Availability Study
 - d. Utilization Analysis
 - e. Statistical Disparity
 - f. Current and Past Procurement Practice Review
 - g. Potential for Race or Gender Neutral Programs
 - h. Passive Participation
- 2.1.3 The contractor’s final written report of the results of the disparity study must have, at a minimum, the following objectives:
- a. Establish the primary basis for determining the extent the procurement of construction and construction related services, and the procurement of goods/supplies and services should be subject to a race and/or gender conscious remedial program supported by Missouri state law.
 - b. Establish a basis by which the state will renew or originate new goals that govern the participation of MWBEs in all procurement processes governed/authorized by the State of Missouri.
 - c. Evaluate the need for the development of programs to enhance the State of Missouri’s current MWBE program and establish such recommendations.
 - d. Address and recommend resolution for the concerns expressed by the U.S. Supreme Court in the *City of Richmond v. J.A. Croson*. 488 U.S. 469 (1989).
- 2.1.4 For purposes of this document, the state agencies operating under the State Purchasing Procedures shall include all agencies of the Executive Branch, except those set forth in subparagraphs a. through e. below. As background information, the Executive Branch consists of the Governor, lieutenant governor, auditor, secretary of state, attorney general and treasurer, along with the office of administration, and the departments of agriculture, corrections, conservation, natural resources, elementary and secondary education, health and senior services, higher education, transportation, insurance, financial institutions, and professional registration, labor and industrial relations, economic development, public safety, revenue, social services, and mental health.
- a. The Missouri Department of Transportation (MoDOT) construction and construction related services procurement. However, MoDOT’s procurements administered by the Division of Purchasing and Materials Management under Chapter 34 [information technology, telecommunications, and printing] must be included in the disparity study.
 - b. The Missouri Department of Conservation (MDC) construction and capital improvement projects procurement. However, MDC’s procurements administered by the Division of Purchasing and

Materials Management under Chapter 34 [all non construction and capital improvement projects] must be included in the disparity study.

- c. The University of Missouri System, University of Central Missouri, Lincoln University, Truman State University, Linn State Technical College, and the other state colleges and universities for which the Office of Administration has delegated the authority to handle their own procurements.
- d. The procurements of the Legislative and Judicial Branches of government shall not be included in the disparity study.
- e. Purchases made under the following types of contracts: single feasible source, special delegation of authority, program grant authority, expenditure registration system, and acknowledgement of contracts. (Refer to <http://oa.mo.gov/purch/agencyinfo/deptpad.pdf> for information related to these specific designations.) However, as for contracts and/or procurements under \$25,000 awarded by state agencies made as a result of the Office of Administration's local procurement authority delegation, the contractor shall only identify and evaluate a statistically sound sampling of such contracts from each of the various state agencies. (Refer also to <http://oa.mo.gov/purch/agencyinfo/deptpad.pdf> for information related to the local procurement authority delegation.)
- f. State agencies expenditures for specified goods and services are exempt from the competitive bidding processes, and therefore fall outside of the procurement requirements of Chapters 8 and 34. The Office of Administration will provide the contractor with a list of exempt object codes that are used by the SAMII accounting system to identify such expenditures.

- 2.1.5 The contractor shall perform all services to the sole satisfaction of the Office of Administration.
- 2.1.6 The contractor shall conduct the disparity study for the time period beginning FY 2008 through FY 2013 (July 1, 2007 through June 30, 2013).
- 2.1.7 The Office of Administration will, to the extent possible, make office space, copying facilities, and telephone services at state facilities available to the contractor, as deemed necessary and approved by the Office of Administration in order for the contractor to conduct the disparity study.
- 2.1.8 The contractor shall be given access, for interviews and consultation, to various state employees who possess knowledge concerning State Purchasing Procedures practiced by state agencies.
- 2.1.9 The contractor shall be solely responsible for defining, researching, compiling, and analyzing all data required to conduct the disparity study. The state agencies will, to the extent possible, make records available to the contractor and will cooperate with the contractor in the retrieval of the records. The records will be available in various formats including the Internet, computer databases, spreadsheets, microfilm, and hard copies. The contractor may use statistically valid sampling and estimating methods as appropriate, where actual procurement data and records are incomplete. However, the contractor is responsible for the legal sufficiency of any such method used.
- 2.1.10 The contractor shall take care to assure that any allegations of discrimination contained in the disparity study report are focused, documented and verified.
- 2.1.11 Immediately following the issuance of the Notice of Award, the Office of Administration shall designate a contact person and shall provide the name, telephone number, and email address of the designated contact person to the contractor. In addition, within five (5) days following the issuance of the Notice of Award, the contractor shall provide the Office of Administration with the name, address, telephone number, and email address of the contractor's representative who shall service the contract.

2.2 Disparity Study Specific Requirements

- 2.2.1 Legal Requirements – The contractor shall conduct a disparity study in light of controlling laws. Within the Legal Requirements section of the disparity study report, the contractor shall provide a summary of the contractor’s understanding of the *Croson* decision cited above, and all subsequent applicable judicial findings and the elements that are addressed in a disparity study in order to be consistent with *Croson* and related law.
- 2.2.2 Data Collection –The contractor shall:
- a. Collect and analyze anecdotal evidence from M/WBEs and from non-M/WBEs concerning discriminatory or other unfair experiences doing business, or attempting to do business, with the State of Missouri including experience of institutionalized discrimination and/or individual disparate treatment.
 - b. Verify the factual accuracy of all relevant data collected.
 - c. Utilize surveys, personal interviews, public hearings, and/or other information gathering techniques to solicit comments and testimony from M/WBEs and any other persons knowledgeable regarding discrimination in procurement by state agencies operating under the State Purchasing Procedures.
- 2.2.3 Availability Study – The contractor shall perform an availability study to determine the availability of qualified, willing, and capable MBEs and WBEs for each of the classification of goods/supplies, services, construction, and construction-related services in each relevant market area for the state. The contractor shall conduct, but not be limited to, the following services in order to identify MBEs and WBEs available to provide goods/supplies, services, construction, or construction-related services specific to the needs of the State of Missouri:
- a. Review the directory of certified MBE businesses and WBE businesses of the Office of Equal Opportunity’s (OEO) (<http://oeo.mo.gov/>), the St. Louis Minority Supplier Development, MidAmerica Minority Business Development Council, National Women Business Owners Corporation, Go Metro – St. Louis, MoDOT, City of Kansas City-Human Relations Division, Lambert St. Louis International Airport DBE program Office, and other agencies that certify Missouri MBEs and WBEs.
 - b. Categorize each identified MBE and WBE according to the classification of being a provider of goods/supplies, services, construction, or construction-related services, with a notation of each MBE and WBE’s applicable North American Industry Classification System (NAICS) code or Division of Purchasing and Materials Management commodity/service code if no NAICS code exists.
 - c. Indicate the total number of MBEs and WBEs identified for each classification and in total.
 - d. Determine an estimated fraction of businesses with the State of Missouri that are owned by MBEs and WBEs, broken down by classification (i.e. goods/supplies, services, construction, or construction-related services).
 - e. Determine the market areas relevant to State procurement area, by classification, and provide a market area distribution of the MBEs and WBEs throughout each market area. The contractor shall take into consideration the geographic regions of the State of Missouri used by the OEO. Based on such, the contractor shall provide an analysis, by classification, of the availability of MBEs and WBEs in each of the market areas of the State.
 - f. Determine whether racial, ethnic, and/or gender discrimination exists which may cause an imbalance in the availability and capability of M/WBEs.

2.2.4 Utilization Analysis - In order to determine and analyze the utilization of MBEs and WBEs in the relevant market areas per the industries listed below, the contractor shall research and evaluate the contracts awarded by the state agencies operating under the State Purchasing Procedures. The contractor shall conduct, but not be limited to, the following services in order to determine and analyze such utilization:

- a. Due to the volume of small dollar contracts awarded by the individual state agencies (i.e. less than an annual value of \$25,000), the contractor need only identify and evaluate a statistically sound sampling of such contracts from each of the various state agencies. The Office of Administration must approve and/or agree to the sampling methods prior to implementation.
- b. The contractor shall identify and classify the contracts according to the following four major classifications; however, the contractor shall address sub-groups within a classification whenever the level of contracting activity suggests that sub-groups are appropriate. The contractor shall further classify the contracts according to the NAICS code or the Division of Purchasing and Materials Management's commodity/service code if no NAICS code exists. The contractor shall determine the number of contracts awarded in each classification.
 - 1) Construction
 - 2) Construction-Related Services
 - 3) Goods/Supplies/Commodities
 - 4) Services
- c. For each classification of contract, the contractor shall specify both the total number of contracts and the total dollar value of the contracts.
 - 1) For each classification of contract, the contractor shall determine the number of contracts awarded to MBEs and WBEs and non-MBEs and non-WBEs and the total dollar-value of the contracts awarded to MBEs and WBEs. The contractor shall also determine (1) the percentage of contracts awarded to MBEs and WBEs by comparing the number of contracts awarded to MBEs and WBEs to the total number of contracts, and (2) the percentage of the dollar-value of the contracts awarded to MBEs and WBEs by comparing the dollar-value of such MBE and WBE contracts to the total dollar-value of all contracts.
 - 2) For each classification of contracts, the contractor shall determine the number of contracts awarded in which the prime contractor subcontracts with an MBE or a WBE and the total dollar-value of such subcontracts. The contractor shall also determine (1) the percentage of contracts awarded in which the prime contractor subcontracts with an MBE or a WBE by comparing the number of such contracts to the total number of contracts, and (2) the percentage of the total dollar-value of the contracts in which the prime contractor subcontracts with an MBE or a WBE by comparing the total dollar-value of such subcontracts to the total dollar-value of all contracts.
 - 3) For each contract classification, the contractor shall determine the number of MBEs and WBEs that have been awarded contracts. The contractor shall further determine the number of contracts and subcontracts awarded to each MBE and each WBE and the dollar amount awarded to each MBE and each WBE.
 - 4) Based on the contractor's findings, the contractor shall determine general trends extending back from the point that records and data are available and expected future trends.

2.2.5 Statistical Disparity - Based on the information gathered from the Availability Study (2.2.3) and the Utilization Analysis (2.2.4), the contractor shall perform a statistical disparity to determine whether there is a legally significant, statistical disparity between the number of qualified MBEs and WBEs available to perform a particular service or provide a commodity in each category identified by each NAICS/DPMM code. The contractor shall also provide the number of such MBEs and WBEs actually used by the State

of Missouri in each of these service/commodity categories. The contractor shall distinguish between the number of MBEs and WBEs working as prime contractor and those MBEs and WBEs working as a subcontractor, where applicable.

- a. The contractor shall conduct a comparison by classification (i.e. goods/supplies, services, construction, or construction-related services) of the utilization of MBEs and WBEs, both as a prime contractor and as a subcontractor, in contracts awarded by state agencies operating under the State Purchasing Procedures to the MBE and WBEs available to provide services/supplies to the State of Missouri.
- b. The contractor shall determine whether there is a statistically significant disparity either in the under-utilization or over-utilization of MBEs or WBEs in a particular classification.
- c. The contractor shall also compare and contrast the contractor's findings with contracts awarded to non-MBE and non-WBE prime contractors and subcontractors, identifying and evaluating any similarities and differences and determining whether there is significant disparity between the level of MBE and WBE participation in contracts awarded according to State Purchasing Procedures as compared contracts awarded to non-MBEs and non-WBEs.
- d. If the contractor determines that a disparity exists, the contractor shall determine the extent and possible cause of the disparity, including being a result of active or passive discrimination against MBEs or WBEs or as a result from vestiges of a discriminatory system. The contractor shall provide recommendations to address the disparity. As part of this determination, the contractor shall take into account, and report separately, the estimated past impacts, if any, of (a) race-conscious, and (b) race-neutral M/WBE initiatives by Missouri

2.2.6 Current and Past Procurement Practice Review - The contractor shall review current and past procurement policies, programs, laws, rules, regulations, procedures, processes, and practices of such state agencies operating under the State Purchasing Procedures in order to determine whether the policies, programs, laws, rules, regulations, procedures, processes, and practices are discriminatory against M/WBEs on their face or in practice or the extent to which prior efforts have assisted M/WBEs to participate on a fair basis in contracting activities. As part of such review and evaluation, the contractor shall:

- a. Review and analyze the individual state agencies' policies, procedures, and practices related to the procurement of small dollar contracts (i.e. less than an annual value of \$25,000). The contractor shall document the contractor's findings and provide state agency-specific recommendations.
- b. Review and analyze the policies, procedures, and practices of the Office of Equal Opportunity's (OEO) program including, but not limited to, program management, data collection, goal setting, certification process, compliance, and outreach programs. The contractor shall document the results of the review and identify the strengths and weaknesses of the OEO program, and recommendations for improvement for the OEO program.
- c. Determine and document if there are any barriers, either on their face or in practice, to full participation by MBEs and WBEs in the State Purchasing Procedures procurement/contracting process, including purchasing under \$25,000.
- d. Examine analyze, and document any discrimination against MBEs and WBEs caused by the State's contracting and procurement practices or procedures.
- e. The contractor shall make recommendations for changes/revisions to current procurement policies, programs, laws, rules, regulations, procedures, processes, and practices in order to enhance the participation of MBEs and WBEs in state contracts, and increase legal compliance.

- 2.2.7 Potential for Race or Gender Neutral Programs - The contractor shall make recommendations regarding the implementation of race and gender neutral means to resolve issues uncovered by the overall disparity study findings.
- 2.2.8 Passive Participation – To be able to determine whether state agencies are passive participants in racial, ethnic, or gender discrimination, the contractor shall investigate, describe, and evaluate practices that indicate discrimination by the private sector in the segments of the private sector economy that are consistent with the segments covered by the disparity study. The contractor shall include the following areas within the investigation:
- a. Possible impediments to the movement of minorities and women from craft and other positions into business ownership.
 - b. Problems related to the development and expansion of businesses owned by minorities or women.
 - c. Discriminatory practices and patterns, if any, of local trade associations, union, suppliers, lending institutions, sureties, and insurance companies and contractors that might act to impede the success of businesses owned by minorities or women.
 - d. Documentation of patterns of discrimination, if such patterns are found, that might result in a disproportionately small number of willing and capable businesses owned by minorities and women.
- 2.2.9 The contractor shall take care to assure that any allegations of discrimination contained in the disparity study report are focused, documented, and verified. The contractor's disparity study report shall also recommend a system and level of human resources necessary to monitor compliance of the contractor's recommended program changes or process. All program changes or processes shall be compatible with the state data system.

2.3 Reporting Requirements:

- 2.3.1 Progress Reports - No later than the 15th of every month, the contractor shall provide a monthly progress report to the Office of Administration which outlines the following:
- a. The specific activities performed or completed during the monthly reporting period.
 - b. The specific activities completed to date and the completion dates of such activities.
 - c. The specific activities and projected completion date(s) remaining to be completed.
- 2.3.2 Preliminary Outline - No later than thirty (30) calendar days after the Office of Administration's authorization to proceed with the disparity study, the contractor shall submit a preliminary outline of the disparity study report for the Office of Administration's review and comment. The Office of Administration review shall be completed within 14 working days of receipt of the preliminary outline.
- a. The preliminary outline shall delineate the main topics and subtopics which will later be described in detail in the disparity study report.
 - b. Beneath each topic and subtopic, the contractor shall furnish a brief narrative description of the subject matter encompassed by the topic or subtopic.
 - c. If requested by the Office of Administration, the contractor shall modify and/or rearrange the organizational structure, topics, and subtopics as the Office of Administration deems necessary to ensure the inclusion of all areas being reviewed and analyzed as required by the contract.
- 2.3.3 Mid-Term Report - By no later than the midpoint of the disparity study timeline, as submitted in the contractor's awarded proposal, the contractor shall submit a mid-term report which must be a detailed progress report and must include, at a minimum, the following:

- a. Preliminary findings and statistics,
- b. A description of the tools being used,
- c. Elaborations to the preliminary outline,
- d. Descriptions of the ongoing analysis, and
- e. Additional information deemed necessary by the Office of Administration to determine that the contractor is performing on schedule and in accordance with the approved methodology.

2.3.4 Disparity Study Report:

- a. The contractor must conduct the disparity study and prepare the disparity study report to include the results and findings from all contract requirements, separated by each state agency operating under the State Purchasing Procedures. In addition to the data and recommendations already required herein, the disparity study report must include, but not limited to the following:
 - 1) Executive Summary of findings and conclusions.
 - 2) Name and title of the individuals responsible for data collection, evaluation, disparity analysis, and the preparation of the disparity study report.
 - 3) Definitions section which lists definitions, including all racial, gender, and ethnic groups considered in the disparity study.
 - 4) Methodologies used in conducting the data collection, evaluation, and analysis, including a detailed description of results, discussions, conclusions, and recommendations made by the contractor, based on the contractor's review of the data, documents, and other sources of information, as well as the factors and information collected and reviewed.
 - 5) A legal analysis section, discussing case law and their impact and setting forth the legal frameworks for the disparity study, particularly noting any relevant Missouri issues or court decisions that may relate to Missouri's M/WBE program.
 - 6) All assumptions made by the contractor that impact the disparity study.
 - 7) Any information that was not included in the disparity study, and the reasons for the exclusion.
 - 8) Recommendation as to how to best use the disparity study and its data in order to comply with goal setting and program compliance issues.
 - 9) A recommendation on how often a disparity study should be conducted in order to continue to maintain the validity and integrity of the M/WBE program.
- b. Rough Preliminary Draft - At least sixty (60) calendar days prior to the date the disparity study report is due, the contractor shall submit a rough preliminary draft of the disparity study report for the Office of Administration's review and comment. The contractor shall agree and understand that at the time of submission of the rough preliminary draft, all services, studies, and analyses required by the contract may not yet be complete. However, the rough preliminary draft should be as complete as possible and must indicate to the Office of Administration the scope and content of the disparity study report. The Office of Administration review shall be completed within 14 working days of receipt of the rough preliminary draft.

- 1) If requested by the Office of Administration, the contractor shall modify and/or provide additional elaboration to the rough preliminary draft as the Office of Administration deems necessary to ensure a comprehensive and thorough disparity study report.
 - 2) The rough preliminary draft must incorporate all changes required from the Office of Administration's review of the preliminary outline.
- c. Final Draft - At least fourteen (14) calendar days after receipt of the Office of Administration's comments regarding the rough preliminary draft, the contractor shall present a final draft of the disparity study report for the Office of Administration's review and comment. The Office of Administration review shall be completed within 14 working days of receipt of the final draft.
- 1) If requested by the Office of Administration, the contractor shall modify and/or provide additional elaboration to the final draft as the Office of Administration deems necessary to ensure a comprehensive and thorough disparity study report.
 - 2) The final draft must incorporate all changes required from the Office of Administration's review of the rough preliminary draft.
- d. Disparity Study Report - In accordance with the disparity study timeline, as submitted in the contractor's awarded proposal, and after completing all revisions to the draft as specified above, the contractor must submit the disparity study report to the Office of Administration.
- e. Oral Presentation - The contractor shall make at least two (2) oral presentations of the disparity study report to persons or organizations as deemed necessary by the Office of Administration. The Office of Administration anticipates that the presentations will be held in Jefferson City, MO.
- 2.3.5 The contractor shall submit one hard copy and an electronic copy of all reports required herein to the Office of Administration.
- 2.3.6 The contractor shall provide a spreadsheet or database of all MBEs and WBEs identified by the contractor as being available to provide services/supplies specific to the needs of the State of Missouri. The spreadsheet/database shall be in a format acceptable to the Office of Administration. The contractor shall provide the following information for each such MBE and WBE.
- a. Company Name,
 - b. Address,
 - c. Phone number,
 - d. Fax number,
 - e. Email address, and
 - f. NAICS code(s)

2.4 Additional Requirements:

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

2.5 Invoicing and Payment Requirements:

- 2.5.1 Prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendor-services/Portal/Default.aspx>.
- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).

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

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

2.5.2 After submission of each of the following deliverables, the contractor shall submit invoices to the Office of Administration. After the Office of Administration's approval of each deliverable, the contractor shall be paid as follows:

- a. After completion, submission, and approval of the Preliminary Outline, the contractor shall be paid ten percent (10%) of the total firm, fixed price specified on the Pricing Page.
- b. After completion, submission, and approval of the Mid-Term Report, the contractor shall be paid twenty percent (20%) of the total firm, fixed price specified on the Pricing Page.
- c. After completion, submission, and approval of the Rough Preliminary Draft, the contractor shall be paid thirty percent (30%) of the total firm, fixed price specified on the Pricing Page.
- d. After completion, submission, and approval of the Disparity Study Report, the contractor shall be paid the remaining forty percent (40%) of the total firm, fixed price specified on the Pricing Page.

2.5.3 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, travel expenses, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc..

2.6 Disparity Study Consulting Services - After completion and acceptance of the disparity study and disparity study report and all requirements related thereto, and if requested by the Office of Administration, the contractor shall provide disparity study consulting services on an as needed, if needed basis.

2.6.1 Such disparity study consulting services may consist of, but not necessarily be limited to: (1) assisting the Office of Administration in drafting legislation as a result of disparity study findings, (2) presenting testimony to other agencies of state government, the State Legislature, legal or administrative tribunals, and/or any other source, (3) providing advice to the state agencies utilizing State Purchasing Procedures regarding implementation of the disparity study recommendations or legal challenges, and/or (4) providing technical assistance as required or providing recommendations to the Office of Administration regarding the type of additional technical assistance which should be obtained.

2.6.2 The timing and scheduling of any such disparity study consulting services shall be mutually agreed between the contractor and the Office of Administration at the time the Office of Administration requests such disparity study consulting services. However, the contractor must be able to schedule the consultation with a minimum of two (2) weeks notice.

2.6.3 Payment for Disparity Study Consulting Services:

- a. The contractor shall submit a monthly invoice itemizing all hours of disparity study consulting services provided during the month by personnel classification. The contractor shall support all hours invoiced with detailed time sheets as well as a report of activities performed.
- b. The contractor shall be paid for each hour of disparity study consulting services provided at the firm fixed hourly price applicable for the contract period, pursuant to the requirements of the contract.

- c. Travel reimbursement - The contractor shall be reimbursed as specified below for travel expenses incurred within the geographic boundaries of the State of Missouri when required to travel away from the contractor's official domicile in order to provide the disparity study consulting services. The contractor must obtain the written approval of the Office of Administration prior to incurring any travel expenses. The contractor must provide the Office of Administration with the amount of detail on the travel request as required by the Office of Administration in order for the Office of Administration to review the appropriateness of travel and estimated travel charges.
- 1) Mileage – The contractor shall be reimbursed for travel mileage at the current “state” per mile reimbursement rate ordered by the commissioner of administration pursuant to section 33.095, RSMo. The current state per mile reimbursement rate can be found under the mileage link on the right hand side of the page at the following website: <http://oa.mo.gov/travel/>
 - 2) Lodging – If overnight lodging is approved by the Office of Administration, the contractor shall be reimbursed for actual lodging expenses incurred subject to the maximum amounts specified in the Contiguous US Per Diem Rates (CONUS) which can be accessed from <http://oa.mo.gov/travel/> by clicking on CONUS on the right hand side of the page or by clicking on the link for “Per Diem Rates” at the following Internet address: <http://www.gsa.gov>. If contractor's lodging costs will exceed the limits specified in CONUS, the contractor must obtain the prior written approval of the Office of Administration for an exception to CONUS. The decision to approve or deny the exception request shall rest solely with the Office of Administration and shall be based on the situation.
 - 3) Meals – The contractor shall be reimbursed for the actual cost of meals subject to the most current maximum meal per diem specified on the State Meal Per Diem web site which can be found by clicking on the link for “Meals per diem” from <http://oa.mo.gov/travel/>
 - 4) Other miscellaneous travel expenses – The contractor shall be reimbursed the actual amount of other travel expenses incurred, provided that the Office of Administration approved the possibility for and estimates of such expenses in advance and that the actual expenses incurred are reasonable for the location in which the travel occurred.
 - 5) Invoicing and Payment – The contractor must itemize all expenses incurred including miles traveled on the invoice submitted to the Office of Administration for reimbursement and must attach original receipts for expenses. The contractor shall be reimbursed for such expenses, after receipt of all required documentation and approval by the Office of Administration of the invoice and documentation.

2.6.4 As part of the consulting services, if requested by the Office of Administration, the contractor shall be available to testify or otherwise assist the state in any litigation arising out of or relating to the disparity study report.

2.7 Other Contractual Requirements:

Hereinafter, all reference to “state agency” shall be deemed to mean the Office of Administration.

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 the Notice of Award. 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 two (2) additional one-year periods, or any portion thereof, for Disparity Study Consulting Services. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract, including prices, related to the Disparity Study Consulting Services shall remain the same and apply during the renewal period.

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

2.7.4 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); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.7.5 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's

performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

2.7.6 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 shall not henceforth be in such violation.
 - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

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

- 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, SDVEs, and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. The Division of Purchasing and Materials Management in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than

the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future 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 or other SDVEs 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.
- d. Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit providing the same information.

2.7.8 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.

2.7.9 Authorized Personnel:

- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 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.
- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

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

2.7.11 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.

2.7.12 Property of State – The contractor shall agree and understand that 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, which shall include all rights and interests for present and future use or sale as deemed appropriate by the state agency.

- a. The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.
- b. The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.

2.7.13 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.

2.7.14 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.

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 five (5) 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. In addition the offeror should provide one (1) copy of their entire proposal, including all attachments, in Microsoft compatible format on a CD(s) or flash drive. The offeror should ensure all copies and all media are identical to the offeror’s hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern.
 - b. 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.
 - c. Open Records - Pursuant to section 610.021, RSMo, the offeror’s proposal shall be considered an open record after a contract is executed or all proposals are rejected. 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 Awarded Bid & 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.
 - 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 573-526-9816.
- 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.
- c. It is the offeror’s responsibility to ask questions request changes or clarifications or otherwise advise the Division of Purchasing and Materials Management if the offeror believes that any language, specifications, or requirements are ambiguous, contradictory and/or arbitrary, violate any state or federal law or regulation, restrict or limit the requirements to a single source, or restrict or limit the offeror’s ability to submit a proposal.
- d. All questions and issues should be submitted 10 business days prior to the due date for the proposal. If not received prior to 10 business days before the proposal due date, the Division of Purchasing and Materials Management may not be able to fully research and consider the respective questions or issues.
- e. The offeror may contact the Office of Equal Opportunity (OEO) 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. The contract shall be awarded to the lowest and best proposal.

- a. Cost..... 100 points
- b. Experience and Reliability..... 45 points
- c. Expertise of Personnel 15 points
- d. Method of Performance 30 points

- e. 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.

3.4 Evaluation of Cost:

3.4.1 Pricing – The offeror must provide pricing as required on the Pricing Page.

3.4.2 Objective Evaluation of Cost – The cost evaluation shall be based on a total cost based on the sum of (1) the firm fixed total price stated on the Pricing Page for the Disparity Study, and (2) an assumed 50 total hours per contract period for Disparity Study Consulting Services, based on an average of the per hour prices quoted on the Pricing Page.

- a. The evaluation of cost will include the original and any potential renewal periods.
- b. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

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

- c. 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 and Reliability - Experience and reliability of the offeror's organization will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror's organization and information documenting the offeror's experience in past performances, especially those performances related to the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor.

3.5.1 Offeror Information - The offeror should provide information about the offeror's organization as requested on Exhibit A.

3.5.2 Experience - The offeror should provide information related to previous and current services/contracts of the offeror, or offeror's proposed subcontractor, where performance was similar to the required services of this RFP. In particular, the offeror should document previous disparity studies performed by the offeror, detailing the statistical validity of such studies and documenting the extent to which such studies were challenged and if the disparity studies stood up to such challenge. Additionally, the offeror should document any experiences related to procurement-related affirmative action programs for minorities and women and projects involving applicability of federal and state laws. The information may be shown on Exhibit B or in a similar manner.

- a. As part of the evaluation process, the State of Missouri may contact the offeror's references, including references not listed or identified within the offeror's proposal but who have current or previous experiences with the offeror.

- b. The offeror shall agree and understand that the State of Missouri is not obligated to contact the offeror's references.

3.6 Evaluation of Expertise of Proposed Personnel - The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

3.6.1 Personnel Expertise - The offeror should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. Resumes for key personnel may also be provided.

- a. 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.
- b. 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.

3.6.2 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.

3.7 Evaluation of Method of Performance - Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Therefore, 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.

3.7.1 Description of Proposed Services – The offeror should address each paragraph within the Contractual Requirements by providing a description of how, when, by whom, with what, to what degree, why, and where the requirement will be satisfied and otherwise detailing the offeror's understanding of the requirements and ability and methodology to successfully perform. When responding to the appropriate provisions in the Contractual Requirements, the offeror should identify the paragraph or subparagraph number and then provide the additional elaboration describing the offeror's plans for performing or meeting the requirement. If a particular requirement is not conducive to elaboration, the offeror need only acknowledge the requirement by indicating the offeror understands and agrees to the requirement. Within the offeror's Description of Proposed Services, the offeror should address the items listed on Exhibit D. Rather than providing a separate response to Exhibit D, the offeror need only indicate where, within the offeror's proposal, the offeror's response to the individual items listed on Exhibit D, can be found.

3.7.2 Disparity Study Timeline - The offeror should provide a detailed timeline of the activities and schedule proposed to complete the disparity study. The offeror should complete Exhibit E, or any other format, to provide such information. The offeror should present the information as calendar days following the state agency's notice to proceed and not actual dates. In the event of overlapping or concurrent tasks, a graphic chart (PERT, bar, line, etc.) may be used.

3.7.3 Budget/Price Analysis - The offeror should provide a budget or price analysis of the firm, fixed total price quoted on the Pricing Page. Exhibit F is attached for the purpose of reflecting the offeror's breakdown of the quoted price and should be shown in sufficient detail to demonstrate those factors affecting the price such as staffing patterns and proposed hours, etc.

- a. In the event of a discrepancy between the offeror's price breakdown and the Pricing Page, the Pricing Page shall govern.
- b. All information contained in the offeror's price breakdown may be utilized in the subjective evaluation of any relevant evaluation criteria.

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

- 3.8.1 In order for the Division of Purchasing and Materials Management (DPMM) to meet the provisions of Executive Order 05-30, the offeror should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.
 - a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
 - b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
 - c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)
- 3.8.2 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.

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

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

3.8.4 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 G, 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 H, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO). If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror is not required to complete Exhibit H, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

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

3.8.6 Definition -- Qualified MBE/WBE:

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

- 3.8.7 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 Equal Opportunity (OEO) at:

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

3.9 Miscellaneous Submittal Information:

- 3.9.1 Organizations for the Blind and Sheltered Workshop Preference - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, 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 following conditions must be met and the following evidence must be provided:
- 1) The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - 2) The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
 - 3) If the offeror is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the offeror must provide the following information with the proposal:
 - Participation Commitment - The offeror must complete Exhibit G, 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 H, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date 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 and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri

Sheltered Workshop). If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror is not required to complete Exhibit H, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- 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 organization for the blind or sheltered workshop participation committed to by the offeror on Exhibit G, Participation Commitment, shall be interpreted as a contractual requirement.

3.9.2 Missouri Service-Disabled Veteran Business Enterprise (SDVE) Preference - Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) point bonus preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified SDVE. (See below for a definition of a qualified SDVE.)

- a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:
 - 1) The offeror must either be a SDVE or must be proposing to utilize a SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
 - 2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE is utilized, to any extent, in the offeror’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
 - 3) If the offeror is proposing participation by a SDVE, in order to receive evaluation consideration for participation by the SDVE, the offeror must provide the following information with the proposal:
 - Participation Commitment - The offeror must complete Exhibit G, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the offeror submitting the proposal is a qualified SDVE, 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 H, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the SDVE or a letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) should include evidence that the SDVE is qualified, as defined herein. If the offeror submitting the proposal is a qualified SDVE, the offeror is not required to complete Exhibit H, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

NOTE: If the SDVE is listed on the following Internet address, the SDVE is not required to provide a copy of the SDV’s (service-disabled veteran) award letter from the Department

of Veterans Affairs or a copy of the SDV's discharge paper [DD Form 214, Certificate of Release or Discharge from Active Duty], and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs. www.oa.mo.gov/purch/vendorinfo/sdve.html

- b. Commitment – If the offeror's proposal is awarded, the SDVE participation committed to by the offeror on Exhibit G, Participation Commitment, shall be interpreted as a contractual requirement.
- c. Definition - Qualified SDVE:
 - 1) SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
 - 2) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
 - 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;
 - 4) SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
 - 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

3.9.3 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.

3.9.4 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.

3.9.5 The offeror should complete and submit Exhibit K, Miscellaneous Information.

3.9.6 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 PAGE

4.1 Disparity Study - The offeror shall state a firm fixed total price for conducting the disparity study in accordance with the terms and conditions specified herein. All costs associated with providing the required services, including travel expenses, shall be included in the stated price. (c/s code 95823)

\$_____ Disparity Study Total Price

4.2 Disparity Study Consulting Services Personnel Classification Prices – The offeror shall state the personnel classification proposed to disparity study consulting services and the firm, fixed price per hour for each personnel classification. If additional space is needed, the offeror may attach copies of this page. The offeror should also provide the name of the person(s) proposed to be assigned to each personnel classification. The offeror should not quote multiple prices for the same personnel classification.

Line #	Personnel Classification	Name of Person(s) Assigned	Firm Fixed Price Per Hour
002		1. 2. 3.	\$_____
003		1. 2. 3.	\$_____
004		1. 2. 3.	\$_____
005		1. 2.	\$_____
006		1. 2.	\$_____
007		1. 2.	\$_____
008		1. 2.	\$_____
009		1. 2.	\$_____
010		1. 2.	\$_____

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. The offeror should document their understanding of the unique factors involved with public sector contracting, including the offeror's familiarity with all applicable legal provisions and court decisions including the *Croson* case.
- d. The offeror should identify each disparity study the offeror has conducted in the past 10 years and provide the following information regarding each such disparity study. Note: The offeror is advised that failure to provide the requested information may be considered unfavorably in the subjective evaluation of the offeror's proposal.
 - Contracting entity
 - Brief description of disparity study, including the size and total cost of the disparity study
 - Dates for completion of the disparity study
 - Time period covered in the disparity study
 - Describe any challenges, outcomes of those challenges, the court or administrative tribunal involved to disparity studies conducted, and any expert witness testimony provided
 - The extent and success of the public entity's implementation of the contractor's findings and recommendations as documented within the contractor's disparity study
- e. Provide a list of and a short summary of information regarding the offeror's current contracts/clients.
- f. List, identify, and provide reasons for each contract/client gained and lost in the past two years.
- g. 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.
- h. 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 documenting the offeror and subcontractor’s current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: _____ (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	
Address of Reference Company/Client:	
Reference Contact Person Name, Phone Number, and E-mail Address:	
Title/Name of Service/Contract	
Dates of Service/Contract:	
If service/contract has terminated, specify reason:	
Dollar Value of Services	
Size of Service such as: <input checked="" type="checkbox"/> Geographic area <input checked="" type="checkbox"/> Number of MBE/WBEs <input checked="" type="checkbox"/> Number of agencies/contracts	
Description of Services Performed: <input checked="" type="checkbox"/> Procurement related activities <input checked="" type="checkbox"/> Federal and State Law Relevancy	
Personnel Assigned to Service/Contract (include position title):	
Provide a copy of completed study. An electronic copy (e.g. CD or flash drive) of the study is acceptable.	

As the contact person for the company/client provided above, my signature below verifies that the information presented on this form is accurate. I understand that the information provided on this form is for verification purposes and does not address the quality of the services provided. 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 Contact Person Verifying Information

Date of Signature

EXHIBIT C

EXPERTISE OF KEY PERSONNEL

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

Title of Position: _____	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
Specialized Training Completed. Include dates and documentation of completion:	
Number of years experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, number 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
✓ Conducting disparity studies	
✓ Procurement-related affirmative action programs	
✓ Knowledge of applicable federal and state laws	

Staffing Methodology

Describe the person's planned duties/role proposed herein:	
Specify the approximate number of hours per month and total this person is proposed for services	_____ hours per month _____ total hours

EXHIBIT D**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 detailed discussion of the methodology and data sources the offeror proposes to use for the data collection, including contract data and anecdotal evidence from stakeholders regarding their experiences with State of Missouri procurement.
2. The offeror should provide a detailed discussion of its methodology for quality control of the data used to compile the disparity study report.
3. The offeror should provide a detailed discussion of the methodology and data sources the offeror proposes to use to identify the qualified, willing, and capable M/WBEs that are available as required by the "Availability Study".
4. The offeror should provide a detailed discussion of the methodology and data source the offeror proposes to use to identify the "relevant market areas" required herein.
5. The offeror should provide a detailed discussion of the methodology and data source the offeror proposes to use to perform the "Utilization Analysis".
6. The offeror should specify the statistical techniques proposed to be used to calculate if a disparity exists between the utilization of MBEs and WBEs, as either a prime contractor or as a subcontractor, in contracts awarded by state agencies operating under the State Purchasing Procedures to the availability of MBE/WBEs in Missouri.
7. The offeror should specify the methodology proposed to be used in reviewing and evaluating past and current procurement policies, programs, laws, rules, regulations, procedures, processes, and practices of state agencies operating under the State Purchasing Procedures.
8. The offeror should specify the method proposed to ensure that any allegations of discrimination contained in the disparity study report are focused, documented, and verified.
9. The offeror should provide a proposed outline of the completed disparity study report.
10. The offeror should describe the methods proposed to ensure a statistically valid, legally defensible disparity study.
11. The offeror should describe the methods proposed to determine whether state agencies are passive participants in racial, ethnic, or gender discrimination.
12. The offeror should specify any other data and records that the offeror intends to utilize in order to conduct the disparity study.
13. 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.
14. 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.
- It is recommended that two organizational charts be included. One organizational chart should outline the total organization and where the team proposed for this project fits into the total organization. The second chart should be an organizational chart outline the team proposed for this project.

EXHIBIT E

TIMELINE

Timeline - The offeror should provide a detailed timeline of the activities and schedule proposed to complete the disparity study. The offeror should identify and sequentially describe the tasks or events and timeline proposed to complete the requirements specified herein. For each task/event identified, the offeror should identify the number of days required to complete the task/event, and the personnel proposed to perform the task/event.

"**Completion Day**" should be specified as a range of days, starting with the day following the state agency's notice to proceed when such task/event will begin, until the completion of the task/event. The range of days should be expressed as calendar days, not specific dates.

"**Assigned Personnel**" should be identified by name rather than project title unless such personnel are yet to be hired.

Task or Event	Completion Day	Assigned Personnel
Office of Administration Notice to Proceed	1	N/A

EXHIBIT F
BUDGET/PRICE ANALYSIS

The offeror should complete the following table in sufficient detail for information regarding the services proposed

Budget Categories	Quantity	Unit Price	Total
Professional Personnel (list by classification and name, if known)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
6.		\$	\$
7.		\$	\$
8.		\$	\$
Total Professional Personnel			\$
Support Personnel (list by classification and name, if known)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
Total Support Personnel			\$
Travel Expenses (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
Total Travel Expenses			\$
Materials and Supplies (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
Total Materials and Supplies			\$
Other Components/Overhead (List)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
Total Other Components/Overhead			\$
Total Price (equals price on Pricing Page)			\$

EXHIBIT G

PARTICIPATION COMMITMENT

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

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

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

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

Organization for the Blind/Sheltered Workshop Commitment Table		
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Organization for the Blind or Sheltered Workshop Proposed	Committed Participation (\$ amount or % of total value of contract)	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The offeror should also include the paragraph number(s) from the RFP which requires the service the organization for the blind/sheltered workshop is proposed to perform</i>
1.		Product/Service(s) proposed: ----- RFP Paragraph References:
2.		Product/Service(s) proposed: ----- RFP Paragraph References:

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

EXHIBIT H

DOCUMENTATION OF INTENT TO PARTICIPATE

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

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

Contact Name:	_____	Email:	_____
Address (If SDVE, provide MO Address):	_____	Phone #:	_____
City:	_____	Fax #:	_____
State/Zip:	_____	Certification #	_____
SDVE's Website Address:	_____	Certification Expiration Date:	_____ (or attach copy of certification)
Service-Disabled Veteran's (SDV) Name:	_____	SDV's Signature:	_____

(Please Print)

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

Authorized Signature:

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

*Date
(No earlier than the RFP issuance date)*

EXHIBIT H continued

DOCUMENTATION OF INTENT TO PARTICIPATE

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

If the participating organization is an SDVE, then the SDVE must provide the following Service-Disabled Veteran (SDV) documents unless previously submitted within the past five (5) years to a Missouri state agency or public university:

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

(NOTE: For ease of evaluation, please attach a copy of the SDV’s award letter or a copy of the SDV’s discharge paper, and a copy of the SDV’s documentation certifying disability to this Exhibit. The SDV’s award letter, the SDV’s discharge paper, and the SDV’s documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

If the SDVE previously submitted copies of the SDV’s documents (the SDV’s award letter or the SDV’s discharge paper, and the SDV’s documentation certifying disability) to a Missouri state agency or public university within the past five (5) years, the SDVE should provide the information requested below.

Name of **Missouri State Agency** or **Public University*** to Which SDV’s Documents were Submitted:

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

Date of Previous SDV’s Documents were Submitted: _____

Previous **Bid/Contract Number** for Which SDV’s Documents were Submitted: _____ (if known)

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the DPMM website (www.oea.mo.gov/purch/vendorinfo/sdve.html) for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE from the listing.)

FOR STATE USE ONLY	
SDV Documents - Verification Completed By:	
_____ Buyer	_____ Date

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.

- | | |
|---------------|---|
| BOX A: | To be completed by a non-business entity as defined below. |
| BOX B: | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm . |
| BOX C: | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing 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 employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

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

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

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

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

AND

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

AND

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

EXHIBIT 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 of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

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

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

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

Signature of Notary

Date

EXHIBIT I, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

Authorized Business Entity Representative’s
Name (Please Print)

*Authorized Business Entity
Representative’s Signature*

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT 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.

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

Instructions for Certification

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

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/Conflict of Interest:

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

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

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the 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 e-mail, fax, or phone 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. Registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov> to obtain a copy of the amendment(s). Registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and 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). Registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and 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 an offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The offeror should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by DPMM or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by DPMM. If DPMM determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign 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 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 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 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 document on company letterhead transmitted via mail, e-mail, 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 or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the offeror. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the offeror.
- f. When submitting a proposal electronically, the 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.
- g. 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. All 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, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the 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 chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- 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 all vendors 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) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- 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. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

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

16. CANCELLATION OF CONTRACT

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

17. COMMUNICATIONS AND NOTICES

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

18. BANKRUPTCY OR INSOLVENCY

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

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

21. AMERICANS WITH DISABILITIES ACT

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

22. FILING AND PAYMENT OF TAXES

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

23. TITLES

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

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