**State of Missouri**

Office of Administration, Division of Purchasing



Request for Proposal (RFP) for

Elastic & Uniform Waistband Material

|  |  |
| --- | --- |
| **SOLICITATION NO.:** | **STATE PURCHASE-FY25-0118-SL** |
| **SOLICITATION ISSUED ON BEHALF OF:** | **DEPARTMENT OF CORRECTIONS,**  **MISSOURI VOCATIONAL ENTERPRISES** |
| **ISSUE DATE:** | **January 24, 2025** |
| **CONTRACT PERIOD:** | **DATE OF AWARD THROUGH ONE (1) YEAR** |
| **REQUISITION NO.:** | **RDOC2500019** |

**PROPOSAL DUE NO LATER THAN: February 10, 2025 AT 2:00 PM CENTRAL TIME**

Proposal response must be submitted electronically through MissouriBUYS, powered by MOVERS, at [https://missouribuys.mo.gov](HTTPS://MISSOURIBUYS.MO.GOV).

E-mailed, mailed, courier, or hand-delivered proposal responses will not be accepted.

**RFP CONTACT INFORMATION:**

**BUYER:** Kelsey Huwe

**PHONE NO.:** (573) 522-1308

**EMAIL:** [kelsey.huwe@oa.mo.gov](mailto:kelsey.huwe@oa.mo.gov)

See “**RFP Questions**” in Section 1 for appropriate communications during the procurement process.

**DELIVER SUPPLIES/SERVICES FREE ON BOARD (FOB) DESTINATION TO THE FOLLOWING ADDRESS:**

Department of Corrections,

Missouri Vocational Enterprises

Various Locations Throughout

the State of Missouri

**ATTENTION:**

1. After reviewing the Request for Proposal (RFP), the vendor must complete and return **Exhibit A, Proposal Signature Page and all other necessary exhibits**.
2. Due to lead times for obtaining the information needed to complete the various **Business Compliance** **Exhibits** herein as explained in the RFP’s Vendor Response Exhibits, vendors are encouraged to IMMEDIATELY begin securing these verifications.
3. The vendor must be registered in MissouriBUYS, powered by MOVERS in a **“Prospective” or “Spend Authorized” registration status to submit a proposal**. The vendor must achieve “**Approved” registration status** in MissouriBUYS (WebProcure/Proactis) and **“Spend Authorized” registration status** in MissouriBUYS, powered by MOVERS **to be considered for a contract award**. Reference Section 5.

**RFP Organization:**

|  |  |  |
| --- | --- | --- |
| RFP Sections | Section 1 | Introduction and Background Information Section |
| Section 2 | Scope of Work Section |
| Section 3 | Terms and Conditions Section |
| Section 4 | General Contractual Requirements Section |
| Section 5 | Vendor Submission, Evaluation, and Award Information Section |
| RFP Vendor Response Exhibits  **(Return these exhibits with the proposal)** | Exhibit A | Proposal Signature Page |
| Exhibit B | Proposal Submittal Checklist |
| Exhibit C | Pricing Page |
| Exhibit D | Domestic Products Procurement Act (Buy American) Preference |
| Exhibit E | Participation Commitment |
| Exhibit F | Documentation of Intent to Participate |
| Exhibit G | Missouri Service-Disabled Veteran Business Enterprise Preference |
| BUSINESS COMPLIANCE EXHIBITS | |
| Exhibit H | State of Missouri Tax Compliance |
| Exhibit I | Registration of Business Name with the Missouri Secretary of State |
| Exhibit J | Anti-Discrimination Against Israel Act Certification |
| Exhibit K | Employee/Conflict of Interest |

# INTRODUCTION AND BACKGROUND INFORMATION SECTION

## Introduction:

### Purpose: This document constitutes a request for competitive, sealed proposals for the provision of elastic and uniform waistband material as set forth herein for Missouri Vocational Enterprises (hereinafter referred to as “state agency”).

### This document will allow vendors to propose elastic, uniform waistband, or both. Evaluations will be conducted separately for elastic and uniform waistband material. In the event a vendor chooses to propose both elastic and uniform waistband material, vendors must understand that separate evaluations will be conducted.

### 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.

## Background and Historical Usage Information:

* + 1. The previous contracts for elastic and uniform waistband material (hereinafter collectively referred to as “products”) were solicited individually. The Division of Purchasing has opted to combine the two (2) contracts and procure them together, due to the similarity in the contracts. This document constitutes a contract allowing the state agency to have fewer steps to access these products.
    2. The following amounts are approximate spend amounts by the state agency utilizing contract CC220815001 and CC221008001 for the fiscal years listed below:

|  |  |
| --- | --- |
| **Fiscal Year** | **Spend Amount** |
| 2022 | $22,824.00 |
| 2023 | $85,958.00 |
| 2024 | $73,867‬.00 |

## Current and Previous Contract Information:

### A current contract and a previous contract exist for the products and/or services being obtained via this RFP. A copy of the contracts can be viewed and printed from the Division of Purchasing’s Awarded Bid & Contract Document Search System located on the Internet at: <https://purch.oa.mo.gov/bidding-contracts/awarded-bid-contract-document-search>. In addition, all proposal and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing’s Awarded Bid & Contract Document Search System. Please reference the bid numbers IFBC30034902201008 and RFPC30034902200815 or the contract numbers CC220815001 and CC221008001 when searching for these documents.

## RFP Questions:

### Buyer is Single Point of Contact for Solicitation: Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer indicated on the first page of this RFP. It is preferred that questions be emailed to the buyer.

#### Except as noted herein, vendors and their agents are instructed not to contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors can be sanctioned for unauthorized contact with any evaluator under 1 Code of State Regulation (CSR) 40-1.060(8)(G) and (H) available at <http://www.sos.mo.gov/adrules/csr/csr.asp>.

### Vendor is Responsible for Asking Questions About the RFP: It is the vendor’s responsibility to ask questions, request changes or clarifications, or otherwise advise the Division of Purchasing if the vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor’s ability to submit a proposal.

### Vendor Question Deadline: Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. All questions and issues should be submitted no later than ten (10) calendar days prior to the proposal end date and time of the proposals. If not received prior to ten (10) calendar days before the proposal end date and time, the Division of Purchasing may not be able to fully research and consider the respective questions or issues.

### State’s Response to Vendor Questions: Upon the Division of Purchasing’s consideration of questions and issues, if the Division of Purchasing determines that changes are necessary, the resulting changes will be included in a subsequently issued RFP amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for an RFP amendment. All vendors will be advised of any change to the RFP’s language, specifications, or requirements by a formal amendment to the RFP. There will be no posted written records of the questions/communications (i.e., formal question/answer document).

### RFP is State’s Only Official Position: The only official position of the State of Missouri shall be that which is contained in the RFP and any amendments thereto.

## Amendments:

### If the Division of Purchasing determines that changes to the RFP are necessary, the resulting changes will be included in a subsequently issued RFP amendment(s) prior to the proposal end date and time.

## Glossary of Terms and Acronyms:

### Whenever the following terms and acronyms appear in the RFP document or any amendment thereto, the definitions or meanings described below shall apply.

### General Glossary, Acronyms, and Abbreviations:

#### **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing (Purchasing)**. The agency is also responsible for payment, unless otherwise specified herein.

#### **Amendment** means a written, official modification to a solicitation or contract.

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

#### **Buyer** means the procurement staff member of Purchasing.

#### **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.

#### **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.

#### **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.

#### **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with their proposal prior to the specified end date and time.

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

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

#### **Party** refers to either the State of Missouri or the contractor as an entity that may enter into a contract pursuant to the terms herein.

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

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

#### **Purchase Order** means the authorized document issued by the state agency to the contractor indicating descriptions, quantities, and agreed prices for products and/or services.

#### **Reasonable, Necessary or Proper** as used herein shall be interpreted solely by the State of Missouri.

#### **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes the following sections: Introduction and Background Information; Scope of Work; Terms and Conditions (“terms and conditions” and “Terms and Conditions” are used interchangeably throughout the RFP); General Contractual Requirements; and Vendor Submission, Evaluation, and Award Information; and the RFP Vendor Response Exhibits, Attachments, and Amendments of the RFP.

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

#### **Shall** has the same meaning as the word must.

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

#### **State** collectively referring to the state government and/or the agencies thereof.

#### **Supplier** has the same meaning as the word, vendor.

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

## Accuracy of Background Information:

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

**\*\*\*\*END OF INTRODUCTION AND BACKGROUND INFORMATION SECTION\*\*\*\***

# SCOPE OF WORK SECTION

## General Requirements:

### The contractor shall provide elastic and/or uniform waistband materials in various locations for the state agency in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.

### Contact Person: The contractor shall designate a contact person who shall serve as the contractor’s contact and shall be the liaison between the contractor and the state agency by no later than five (5) business days after authorization to proceed.

## Performance/Product Requirements:

### Estimated Quantities: The quantities indicated in this RFP are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

### Contractor Sample Assurance: The contractor shall agree that the product provided under contract shall conform to all mandatory specifications, terms, conditions and requirements stated herein.  Furthermore, if the product has been sample-tested, the contractor shall agree that the same product submitted in accordance with paragraph 5.2.3 for sample-testing and which passed sample-testing shall be provided to the state agency for the duration of the contract.

### Substitutions: The contractor shall not substitute any product(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing.

#### In the event a product becomes unavailable, the contractor shall provide a suitable substitute product. The contractor’s failure to provide an acceptable substitute may result in cancellation or termination of the contract.

#### Any product substitution must be a replacement of the contracted product with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Division of Purchasing shall be the final authority as to acceptability of any proposed substitution.

#### Any product substitution shall require a formal contract amendment authorized by the Division of Purchasing prior to the state acquiring the substitute item under the contract.

#### The state may choose not to compel an product substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the State of Missouri. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

### Replacement of Damaged Product: The contractor shall repair or replace any item or components received in damaged condition at no cost to the State of Missouri.  This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

### Delivery Requirements: The contractor and/or the contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein or within a reasonable period of time, if a specific time is not stated to the state agency upon receipt of an authorized purchase order or P-card transaction notice. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency. All orders must be shipped FOB Destination, Freight Prepaid and Allowed. All orders received on the last day of the contract, must be shipped at the contract price. All deliveries must be coordinated with the state agency.

## Financial Records and Document Retention:

### The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles.

### The contractor shall maintain all financial records, supporting documentation, and all other records pertinent to the contract for a period of five (5) years from the date of the final payment by the state agency / submission of final report to the state agency or the completion of an audit, whichever is later, or as otherwise stated in the contract.

#### If any litigation, claim, negotiation, audit, investigation, or other action involving the records has been started before the expiration of the five (5) year period, the contractor shall retain the records until completion of such action and resolutions of all issues that arise from it or until the end of the regular five (5) year period, whichever is later.

#### If the state agency is subject to any litigation, claim, negotiation, audit, or other action involving the records, the state agency will notify the contractor in writing to extend the contractor’s retention period.

## Electronic Funds Transfer, Invoicing, and Payment Requirements:

### Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the contractor at the remittance address listed in the contractor’s MissouriBUYS (WebProcure/Proactis) vendor registration. However, the contractor understands and agrees the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

### Invoicing: The contractor shall submit invoices for each purchase order received. Invoices shall be due by the last day of the month following the date the contractor provides services under the contract. The contractor shall perform the services prior to invoicing the state agency.

#### The contractor shall invoice the state agency on the contractor’s original descriptive business invoice form and submit the invoice to the address on the front of the purchase order:

Missouri Vocational Enterprises

Attn: Accounts Payable

P.O. Box 1898

Jefferson City, MO 65102

#### The contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the contractor’s MissouriBUYS (WebProcure/Proactis) vendor registration.

#### The invoice number will be listed on the state’s EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.

#### 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 should be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

#### The contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.

### Payment:

#### Payments are due upon receipt of a valid invoice, payable in 30 calendar days. 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.

#### The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.

#### 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.

### Inspection and Acceptance Specifications: For purposes of acceptance, no equipment, supplies, and/or services received by the state pursuant to a contract shall be deemed accepted until the state has had reasonable opportunity to inspect said equipment, supplies, and/or services.

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

#### The 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.

#### 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.

### If the state agency denies a request by the contractor for payment, the state agency will provide the contractor with written notice of the reason(s) for denial.

### If the contractor is overpaid by the state agency the contractor, upon notification by the state agency, shall provide the state agency (1) with a check payable as instructed by the state agency or (2) deduct the overpayment from the invoice(s) as requested by the state agency.

### Other than the payments specified in the contract, no other payments shall be made to the contractor.

**\*\*\*\*END OF SCOPE OF WORK SECTION\*\*\*\***

# TERMS AND CONDITIONS SECTION

## Applicable Laws and Regulations:

### The contract shall be construed according to the laws of the State of Missouri. The contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.

## Non-Discrimination and Affirmative Action:

### Contractors with 50 or more employees must comply with and have an affirmative action plan in accordance with Executive Order 94-03, Article XIII.

## 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), ADA is 42 U.S.C. section 1201, et seq.

## Anti-Discrimination Against Israel Act Contractor Requirements:

### If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

### If during the life of the contract, the contractor’s business status changes according to section 34.600, RSMo, then the contractor shall comply with, complete, and submit to the Division of Purchasing an updated **Exhibit J, Anti-Discrimination Against Israel Act Certification**.

## Business Registration:

### The contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. 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. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

## Data Breach:

### If a data breach impacting the State of Missouri’s data requires the state to comply with section 407.1500, RSMo, the contractor shall assist the state by providing to the state any requested information held by the contractor concerning the breach and the state’s data stored in the software and services being provided as a result of the contract.

## Elected or Appointed Officials and Employees:

### 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.

## Indemnification:

### Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, Article III, section 39, subsections 2 and 5, the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

## Legal Proceedings:

### For any legal action or other proceedings, per section 27.050 and section 27.060, RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri’s interests. The venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.

### The contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.

### The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys’ fees. The state may, but is not required to, mediate any dispute arising under the contract, and any vendor provisions requiring mediation or dispute resolution processes shall not be binding upon the state.

## Negotiations:

### The State of Missouri does not negotiate contracts after award. Any competitive negotiation, if conducted by the state, must have occurred prior to contract award in accordance with Chapter 34, RSMo, 1 CSR 40-1.050 and as stated in this RFP.

## Invoicing and Payment:

### Invoicing and payments must follow section 33.120, section 34.055, and section 8.960, RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

## Non-Appropriation of Funds:

### 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, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).

## Open Records:

### Pursuant to section 610.021, RSMo, the contract and related documents are available for public review. 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.

## Prison Rape Elimination Act (PREA) Requirements:

### In accordance with the Prison Rape Elimination Act, the contractor’s personnel and agents providing service under the contract and within the security perimeter of the state agency’s institution must be at least 18 years of age.

### Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor’s personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.

#### The state agency shall have the right to deny access into the institution for any of the contractor’s personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.

### The contractor must obtain written approval from the state agency’s Director of the Division of Adult Institutions for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.

### The contractor and the contractor’s personnel and agents shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor and the contractor’s personnel and agents shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the state agency’s policy and procedures relating to personnel conduct.

### The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer-on-offender or offender-on-offender sexual harassment, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor’s personnel and agents who witness sexual misconduct must immediately report such to the institution’s warden. If the contractor, or the contractor’s personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with or between offenders, the contract shall be subject to cancellation and the contractor or the contractor’s personnel and agents may be subject to criminal prosecution.

### If the contractor, or the contractor’s personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, the contractor or the contractor’s personnel and agents shall be denied access into the institution.

### The contractor and the contractor’s personnel and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and the contractor’s personnel and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

## Protests:

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

## Record Access:

### The contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.

## State Preferences:

### If the contractor’s awarded proposal included state preferences, the contractor must comply with the rules applicable to those preferences including:

#### Section 34.070 and section 34.073 RSMo for Missouri business preferences;

#### Section 34.074 RSMo and 1 CSR 40-1.050 for Service Disabled Veteran Enterprises;

#### Section 34.165 RSMo and 1 CSR 40-1.050 for Organizations for the Blind/Sheltered Workshops; and

#### Section 34.350 to 34.359 RSMo for the Missouri Domestic Products Procurement Act.

## Taxes:

### 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. No contract shall be awarded to a vendor that does not meet the conditions of section 34.040.7, RSMo.

**\*\*\*\*\*END OF TERMS AND CONDITIONS SECTION\*\*\*\*\***

# GENERAL Contractual REQUIREMENTS SECTION

## Contract Definition:

### A binding contract shall consist ofthe following documents:

#### the most current version of the RFP (including all Exhibits and Attachments included in the RFP) as amended by: RFP amendment(s) issued prior to bid closing, Best and Final Offer (BAFO) requests, and contract amendment(s);

#### the most current version of the contractor’s proposal, including the contractor’s BAFO responses, state-requested clarification responses, and contract amendment responses; and

#### the Division of Purchasing’s acceptance of the proposal by “notice of award”.

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

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

### The contractor further agrees that the language of the RFP shall govern in the event of a conflict with the contractor’s proposal.

### The contractor shall agree to furnish all line items that apply to their awarded products specified in the contract, at the prices quoted therein.

### 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 products for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of written authorization to proceed from the state, such as an order form, (in addition to the Division of Purchasing’s “notice of award”).

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

## Contract Amendment:

### All changes to the contract must be accomplished by a formal contract amendment executed by both the contractor and the Division of Purchasing prior to the effective date of such change. No other means shall be used or construed as an amendment or modification to the contract.

## Contract Period:

### The original contract period shall be as specified on the cover page and the subsequent Notice of Award of the RFP.

### Renewal Option(s):The Division of Purchasing shall have the right, at its sole option, to renew the contract for two (2)additional one-year period(s), or any portion thereof. In the event the Division of Purchasing exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

## Contract Pricing:

### All prices shall be firm, fixed, and as indicated in the **Exhibit C, Pricing Pages**. The state shall not pay nor be liable for any other additional costs, including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, liquidated damages, attorney fees, etc. For either the elastic and uniform waistband material (hereinafter referred to as ”group”) that the vendor chooses to propose, the vendor must also provide renewal prices for each line item within that group.

### Renewal Pricing: If the option for renewal is exercised by the Division of Purchasing, the contractor shall agree that the prices for the renewal period shall not exceed the prices for the applicable renewal period stated on the **Exhibit C, Pricing Pages**.

#### If renewal prices are not provided with the accepted proposal, then prices during the renewal period shall be the same as the original contract period pricing.

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

## Termination for Convenience:

### The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination. The state shall determine the value of any work in process, but not completed and accepted by the state, based on the work products created and agreed to by both parties.

## Cancellation for Breach of Contract:

### In the event of material breach of the contractual obligations by the contractor, the Division of Purchasing may cancel the contract. At its sole discretion, the Division of Purchasing may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. As specified by the Division of Purchasing, the actual cure must be completed within no more than ten (10) state business days from notification, or at a minimum the contractor must provide the Division of Purchasing within ten (10) state business days from notification a written plan detailing how the contractor intends to cure the breach.

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

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

* + 1. 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 or where the funds are withheld by the governor, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or due to the governor’s withholding.

## Contract Assignment:

### Any contract assignment, except as noted below, shall require prior written consent by the state, which shall not be unreasonably withheld. However, the contractor may assign the contract without the state’s prior consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, contingent upon the assignee agreeing to be bound by all of the terms of the contract with the State of Missouri and all past due fees are paid in full. The contractor must notify the Division of Purchasing of all contract assignments, which shall be addressed in a contract amendment. Any other means of assignment shall be void and of no effect. Subject to the foregoing, the contract shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

## 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.

#### 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.

#### 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.

## Insurance:

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

## Single Point of Contact and Responsibility:

### The contractor shall be the single point of contact and shall be responsible for the contract regardless of any subcontract arrangements.

## Contractor Status:

### The contractor shall be considered an independent contractor and shall not represent itself, its employees, or its subcontractors to be employees 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.

## Subcontractors:

### The contractor shall assume and be solely responsible for fulfillment of all contractual obligations and all legal and financial responsibilities related to the execution of a subcontract.

### The contractor shall understand and agree that utilization of a subcontractor to provide any of the services in the contract shall not relieve the contractor of the responsibility for providing the services specified herein. The contractor shall coordinate activities with the contractor’s subcontractors. The state will coordinate activities between the contractor and third party vendors provided by the state.

### Except in cases where the state’s actions are the cause of a subcontractor claim, the contractor must ensure that the State of Missouri is indemnified, saved, and held harmless from all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters to the same extent the contractor indemnifies the state as described in the contract between the State of Missouri and the contractor.

### The contractor must notify the State of Missouri upon establishing any new subcontracting arrangements related to the products and/or services provided to the State of Missouri as a result of the contract.

## Participation by Other Organizations:

### The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor’s awarded proposal. The contractor must meet their participation commitment identified in their awarded proposal, regardless of the products and/or services purchased by the state from the contract.

#### The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.

#### The Division of Purchasing will monitor the contractor’s compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor’s awarded 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 determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

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

##### The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.

##### If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor’s participation commitment.

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

## 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 and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.

## 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 throughout the effective period of the contract.

## Property of State:

### All documents and supplies 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.

### 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.

## Actions, Suits, or Proceedings:

### The contractor must notify the State of Missouri immediately if the contractor becomes aware of any action, suit, or proceeding, pending or threatened that will have a material adverse effect on contractor’s ability to fulfill the obligations under the contract. The contractor’s public filings with the United States Securities and Exchange Commission (SEC) shall meet the notice requirement set forth herein.

### 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 State of Missouri, Division of Purchasing immediately.

## Warranties and Representations:

### The contractor expressly warrants that all equipment, supplies, and/or services provided shall:

#### conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Division of Purchasing,

#### be fit and sufficient for the purpose expressed in the RFP,

#### for any goods provided, be merchantable,

#### be of good materials and workmanship, and

#### be reasonably free from defect.

### 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.

## Conflict of Interest:

### The contractor agrees that during the term of the contract neither the contractor nor any of its employees or subcontractors shall acquire any other contractual relationships which create any actual or perceived conflict of interest.

## Remedies and Rights:

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

### The contractor understands and agrees 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.

### The contractor understands and agrees that the state reserves the right to consider the contractor’s failure to perform requirements and commitments specified in the contract in future procurement evaluations.

## Communications and Notices:

### Any notice to the 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 contractor.

## Survivability of Terms:

### The contractual provisions as to definitions, indemnity, warranties, confidentiality, ownership, transition, data, security, examination and auditing, third party use, licenses, liability, insurance, governing law, venue, remedy, and assignment shall survive any payment for goods and services, expiration, termination or cancellation of the contract, and shall continue in full force and effect.

## Commercial Driver’s License:

### The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after award of the contract.

**\*\*\*\*END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION\*\*\*\***

# VENDOR submission, evaluation, and award information SECTION

## Proposal Submission Overview:

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

### Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. It is preferred that questions be emailed to the buyer.

### It is the vendor’s responsibility to ask questions, request changes or clarifications, or otherwise advise the Division of Purchasing believes that any RFP provisions are: (1) ambiguous, (2) contradictory or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor’s ability to submit a proposal. Likewise, if the RFP lacks needed clarity and will otherwise necessitate the inclusion of vendor assumptions, vendor should request an amendment to the RFP prior to the end date and time to identify needed information.

### All responses must (1) be submitted by a duly authorized representative of the vendor’s organization, (2) contain all information required by the RFP, and (3) be priced as required.

### By submitting a proposal, the vendor agrees to furnish the equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.

### Proposals, including all prices therein, shall remain valid for 90 calendar days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted and awarded, the entire proposal, including all prices, and BAFO submission, if applicable, shall be firm for the specified contract period.

### 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.

### The Division of Purchasing reserves the right to officially amend or cancel an RFP after issuance.

## Preparation of Proposals:

### Business Compliance Pre-Work: **Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits explained in the evaluation process section herein, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a proposal.**

### RFP Vendor Response Exhibits: The vendor must submit properly completed RFP Vendor Response Exhibits as their proposal. Each exhibit includes instructions outlining the information to be provided in response to the exhibit.

#### **Exhibit A, Proposal Signature Page** should be completed and placed at the beginning of the proposal to declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any RFP amendments. The remaining exhibits should be placed in sequential order after the **Exhibit A, Proposal Signature Page**.

#### Vendors do not need to return the RFP Sections or RFP Attachments contained herein with their proposal.

### Pre-award samples are required for evaluation. All vendors must submit a two (2) yard sample of each line item that meets the mandatory specifications required herein. The vendor’s samples shall be submitted at the vendor’s expense, including all delivery charges.

#### The vendor shall submit their samples with the solicitation or prior to the solicitation closing date to the address shown below. If the vendor’s samples are not sent with the solicitation, then the vendor shall send the samples within five (5) business days of the request of the buyer.

Missouri Vocational Enterprises

Attention: Procurement Officer 1

1717 Industrial Drive, 4th Floor

Jefferson City, MO 65109

#### If the vendor’s samples do not meet the mandatory specifications or are otherwise found unacceptable in the quality, and/or overall appearance, the vendor’s proposal shall be determined non-responsive.

#### The vendor’s samples should be clearly tagged with the solicitation number, vendor’s name, item number, and item name.

### Proposal Preparation Costs: Any and all costs incurred by the vendor in preparing or submitting a proposal shall be the vendor's sole responsibility whether or not any award results from this RFP. The state shall not reimburse such costs.

### Proposal Page Numbering: The proposal should be page numbered.

### Proposal Font: The proposal should be easily readable and legible fonts, 11 point or above, should be used. For graphics or illustrations within the proposal, the font size may be smaller than 11 point.

### Embedded Files, Hyperlinks, and Video Clips: The vendor should not include embedded files, hyperlinks, or video clips within their response to the RFP. In the event the vendor provides embedded files, hyperlinks, or video clips, the vendor shall understand the state is not obligated to consider such information in the evaluation of the vendor’s response.

### Completeness of Proposal: It is the vendor's sole responsibility to submit complete and clear information in their proposal in response to the RFP Vendor Response Exhibits. The state is under no obligation to solicit such information if it is not included in the vendor's response. The vendor's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Information not relevant to the requirements herein and to explaining the vendor's proposed solution should be excluded from the vendor's response.

## Compliance with Requirements, Terms and Conditions:

### Non-compliant proposals shall be ineligible for award pursuant to 1 CSR 40-1.050(21) which, in part, states, “(21) Awards are to be made to the bidder/offeror whose bid/proposal complies with— (A) All mandatory specifications and requirements of the bid/proposal.” Therefore, taking exception to mandatory provisions of the RFP shall place the vendor at risk for being non-responsive and ineligible for award.

### Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.

### The vendor is cautioned when submitting pre-printed terms and conditions or other types of material to ensure such documents do not contain terms and conditions that conflict with those of the RFP and its contractual requirements.

### If the vendor’s response includes any exceptions to the mandatory provisions of the RFP, the vendor must (1) identify the specific RFP paragraph number to which the exception applies along with a description of why the vendor is taking exception to the provision; and (2) any proposed alternative language the vendor would like the state to consider to replace the provision. However, the vendor must understand and agree:

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#### Exceptions to mandatory provisions of the RFP place the vendor at risk for being non-responsive and ineligible for award. The state is not obligated to revise the RFP to make provision for the identified exception(s).

#### Section 1 of the RFP provides required instructions for addressing RFP questions and requesting changes or clarifications to the RFP **prior to** the proposal end date, revisions to the RFP after the proposal end date and time can only be made through the competitive negotiation process described herein. However, the state shall not be obligated to conduct competitive negotiations.

### In the event that the vendor is an agency of state, local, or federal government or political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by the Division of Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by the Division of Purchasing. If the Division of Purchasing determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.

### Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may otherwise offer any brand which meets or exceeds the specification for any item, but state the manufacturer's name and model number for any such brands in the proposal. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto.

#### Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be considered as the vendor’s commitment to complete compliance with the specifications and requirements as listed in the RFP.

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

## Confidentiality and Proprietary Materials:

### Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.

### Missouri Sunshine Law: The Division of Purchasing is a governmental body under the Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "liberally construed and their exceptions strictly construed" to promote the public policy that records are open unless otherwise provided by law.

### Proposal Confidentiality: Regardless of any claim by a vendor as to material being proprietary and not subject to copying or distribution, or how a vendor characterizes any information provided in its proposal, all material submitted by the vendor in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to the Division of Purchasing after award. The vendor should presume information provided to the Division of Purchasing in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law. The vendor's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal of their proposal in its entirety. Except for information the Division of Purchasing deems confidential, the vendor is advised not to include any information in the proposal that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers. Therefore, **vendors should NOT include confidential material with their proposal.**

### Information Not Considered Confidential: In no event will the following be considered confidential or exempt from the Missouri Sunshine Law; however, this is not meant to be an all-inclusive list:

#### Vendor's entire proposal;

#### Vendor's pricing;

#### Vendor's proposed method of performance, approach, work plan, and technical capabilities including schedule of events and/or deliverables;

#### Vendor's experience information including customer lists or references; and

#### Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).

## Foreign Vendors:

### Foreign vendors who do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must complete the appropriate IRS W-8 form (found on the www.irs.gov website) and must attach this completed and signed form when registering on the MissouriBUYS (<https://missouribuys.mo.gov>) website.

#### When submitting a proposal, the vendors who do not have an IRS Employer Identification Number should attach a note to the front page of their proposal advising the Division of Purchasing if: (1) a completed and signed W-8 form is included with the proposal or (2) a completed and signed W-8 form is attached to their vendor registration profile on the MissouriBUYS website.

#### Foreign vendors that have an IRS Employer Identification Number may register as a vendor on the MissouriBUYS (<https://missouribuys.mo.gov>) website by using the IRS Employer Identification Number assigned to their company and attaching a completed and signed IRS W-9 form to their vendor registration profile. (Note: Attaching a completed and signed IRS W-8 form is not necessary.)

## Online Submission of Solicitation Response:

* + 1. In order for the vendor to submit their proposal, the vendor must be registered in MissouriBUYS, powered by MOVERS in a “Prospective” or “Spend Authorized” registration status. The vendor must achieve “Approved” registration status in MissouriBUYS (WebProcure/Proactis) and “Spend Authorized” registration status in MissouriBUYS, powered by MOVERS in order to be considered for a contract award. MissouriBUYS, powered by MOVERS is the State of Missouri’s web-based procurement system located at <https://www.missouribuys.mo.gov>. Detailed instructions pertaining to vendor registration can be found at: <https://missouribuys.mo.gov/media/pdf/vendor-registration-instructions>.
    2. The registered vendor must submit their sealed proposal electronically through MissouriBUYS, powered by MOVERS. Hardcopy proposals are not accepted. All proposals must (1) be submitted by a duly authorized representative of the vendor’s organization, (2) contain all information required by the RFP, and (3) be priced as required. Unless the RFP specifies otherwise, no other means of proposal submission, modification, or retraction or withdrawal shall be allowed.

#### Registered vendors must submit their proposal electronically through MissouriBUYS, powered by MOVERS by completing the applicable on-line pricing and by completing, attaching, and submitting all completed RFP Vendor Response Exhibits (including **Exhibit A, Proposal Signature Page** andall other exhibits) and all other contents of their proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS, powered by MOVERS website at: <https://missouribuys.mo.gov/media/pdf/movers-bid-response-instructions> (see Bid Response Instructions for MissouriBUYS, powered by MOVERS). Electronic responses shall not be submitted via email.

* + - 1. The exhibits, forms, and Pricing Page(s) provided herein should be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission in MissouriBUYS, powered by MOVERS. Other information requested or required may be sent as an attachment in MissouriBUYS, powered by MOVERS. Be sure to include the solicitation number, company name, and a contact name on any electronic attachments. All of the vendor’s response attachments should be searchable.
         1. In the event the registered vendor attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document and must have the box "Confidential" selected when attaching the document. If the "Confidential" box is not selected when attaching the document, the document must be clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.
      2. Faxed and emailed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.
    1. The vendor is solely responsible for ensuring timely submission of their electronic solicitation response.  Failure to allow adequate time prior to the proposal end date and time to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.
    2. If a registered vendor submits multiple responses in MissouriBUYS, powered by MOVERS and if such responses are not identical, the vendor should explain which response is valid or if both responses are valid as alternative responses. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest to be valid.
    3. To ensure software compatibility with the MissouriBUYS, powered by MOVERS, the vendor should submit the proposal attachments in Microsoft Word, Microsoft Excel, or Adobe PDF. The vendor should use the Microsoft Edge web browser when submitting their proposal response in MissouriBUYS, powered by MOVERS. A vendor’s failure to follow these instructions and instead use a different application or method for completion and submission of attachments could render some or all of the vendor's response to be unreadable which could negatively impact the evaluation of the vendor's response.
       1. If vendor technical assistance is needed when submitting a proposal response, contact [solicitations@oa.mo.gov](mailto:solicitations@oa.mo.gov).
    4. Proposals may be modified on-line in MissouriBUYS, powered by MOVERS prior to the official end date and time. Other methods to request to modify a proposal prior to the official end date and time shall not be honored.

### To retract a proposal on-line in MissouriBUYS, powered by MOVERS, please see the Revise and Retract Supplier Response Online Reference Guide found at: <https://missouribuys.mo.gov/media/pdf/revise-and-retract-supplier-response-movers>.

* + 1. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the vendor to the Division of Purchasing. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the vendor.
    2. When submitting their electronic proposal, the registered vendor indicates acceptance of all RFP requirements, terms and conditions by clicking on the "Accept" button on the Overview tab in MissouriBUYS, powered by MOVERS. Failure to do so may result in rejection of the proposal unless the vendor’s full compliance with those documents is indicated elsewhere within the vendor’s response.
    3. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS, powered by MOVERS Bid Board, <https://missouribuys.mo.gov/bid-board>, to obtain a copy of the RFP amendment(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the RFP on-line prior to an amendment being issued should receive e-mail notification of the amendment(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the proposal end date and time specified in the RFP. If the RFP is cancelled after the proposal end date and time specified in the RFP, the buyer of record will send email notification to all vendors that responded to the RFP informing them of the cancellation of the RFP.
  1. **Proposal Opening:** 
     1. Proposal openings will occur on the proposal end date and the opening time specified on the RFP document. Only the names of the respondents/vendors will be made available to the public after the proposal opening. All vendors may view the same proposal response information on the MissouriBUYS, powered by MOVERS System. The contents of the responses shall not be disclosed at this time.
     2. Late Proposals: Proposals which are not received in the MissouriBUYS, powered by MOVERS System prior to the official proposal end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened and considered under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## Evaluation Process:

### In order to complete the awards identified above, the state will follow the evaluation process set out in section 34.042, RSMo and as identified herein to determine the lowest and best vendor(s).

### Compliance Review: Each proposal submitted in response to the RFP will be reviewed for compliance with the mandatory requirements of the RFP. The vendor shall understand the state will not award a contract to a vendor with a non-responsive (non-compliant) proposal.

#### A proposal which contains non-responsiveness issues which could never be expected to be brought into compliance, even if given an opportunity for competitive negotiations, shall be considered unacceptable and eliminated from further consideration in the evaluation.

#### Proposals with non-responsiveness issues which could be corrected during competitive negotiations, if conducted, shall be considered potentially acceptable and remain in the evaluation process until a decision is made in regard to competitive negotiations. Proposals that remain non-responsive at the conclusion of the evaluation process, whether competitive negotiations were or were not conducted, shall be considered non-responsive and therefore ineligible for contract award.

#### In the event only one proposal is received, the State of Missouri reserves the right to review the proposal to determine if the vendor is responsive, responsible, and reliable and is therefore eligible for award.  Such determination shall be based upon information submitted in the proposal.

#### The Division of Purchasing reserves the right to reject any and all proposals.

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

### Business Compliance Requirements: **Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a proposal**. In order to be considered a responsible and reliable vendor and therefore be considered eligible for award of a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. Vendor’s failure to complete the pre-work necessary for submission of completed business compliance exhibits identified below prior to submission of their proposal may result in a non-compliance determination of their proposal response. In order to verify the vendor’s compliance, the state will review the vendor’s response to the following Business Compliance Exhibits:

#### **Business Compliance Exhibit H, State of Missouri Tax Compliance** - In accordance with section 34.040.7 RSMo, the vendor must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a “Vendor No Tax Due” certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.

#### **Business Compliance Exhibit I, Registration of Business Name with the Missouri Secretary of State** - In accordance with section 351.572, RSMo, the vendor must obtain a certification of authority be properly registered with the Missouri Secretary of State or identify how the vendor’s business is exempt from registering with the Missouri Secretary of State.

#### **Business Compliance Exhibit J, Anti-Discrimination Against Israel Act** **Certification** - Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a “company” (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the vendor has ten or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract.

#### **Business Compliance Exhibit K, Employee/Conflict of Interest.**

#### **General Business Compliance** - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the successful vendor shall remain in compliance with such laws for the duration of the resulting contract. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:

##### Taxes (e.g., city/county/state/federal)

##### State and local certifications (e.g., professions/occupations/activities)

##### Licenses and permits (e.g., city/county license, sales permits)

##### Insurance (e.g., worker’s compensation/unemployment compensation)

#### Each proposal submitted in response the RFP will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

### Competitive Negotiation of Proposals: The vendor is advised that under the provisions of the Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received throughout the duration of the evaluation process or to award a contract without negotiations.

#### Any competitive negotiations shall be conducted in accordance with 34.042 RSMo, 1 CSR 40-1.050(22), and any specific terms of this RFP.

#### The state shall have the right at its sole option to conduct competitive negotiations. The vendor shall understand the state does not guarantee competitive negotiations will be conducted. If negotiations are conducted, the Division of Purchasing may invite the vendor to provide a Best and Final Offer (BAFO) during the evaluation process.However, the State of Missouri does not negotiate contracts after contract award. (See Section 3.10 of the RFP)

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

#### If negotiations are conducted in person at a location determined by the state, travel and attendance expenses incurred by the vendor shall be the responsibility of the vendor.

#### If negotiations are conducted, the negotiations shall be conducted at no cost to the State of Missouri; therefore, no compensation shall be made to the vendor regarding participation in the negotiation process.

#### The vendor’s prices, methodology, or other provisions of the vendor’s response may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

#### The requirements and specifications of the RFP after the proposal end date and time shall remain unchanged, unless the Division of Purchasing determines that a change in such requirements and specifications is in the best interest of the State of Missouri through an RFP revision as part of the competitive negotiation process.

#### Proposal revisions may be permitted for the purpose of obtaining best and final offers. The state may limit the scope of a best and final offer.

#### In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.

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

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

### 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.

### In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Vendors should apply the same preferences in selecting subcontractors.

### Cost Evaluation:After determining that a proposal satisfies the mandatory requirements stated in the RFP, the Division of Purchasing shall use objective analysis in conducting an assessment of the proposal in accordance with the evaluation criteria stated below. The vendor with the most points after completing the cost calculations and determining preference point and any bonus points is considered the lowest vendor.

1. Objective Evaluation of Cost – The cost evaluation shall be conducted per group. The totals of all line items within a group shall be calculated in the following manner:

The cost evaluation shall cover the original contract period plus the renewal periods. The cost evaluation shall include all mandatory requirements. However, the State of Missouri reserves the right to evaluate optional items, if deemed necessary.

The cost evaluation shall utilize the estimated quantities specific to the line items shown on **Exhibit C**, **Pricing Page**, and shall be multiplied by the quoted prices for each line item.

The subtotal amounts will then be added together to determine the lowest overall total for each group.

In the event of participation in the Organizations for the Blind and Sheltered Workshop preference or Service-Disabled Veteran Business Enterprises bonus points, cost points shall be computed from the result of the calculation stated above using a scale of 200 possible points and the following formula:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Lowest Responsive Vendor’s Price | X | Maximum Cost Evaluation Points (200) | = | Assigned Cost Points |
| Compared Vendor’s Price |

##### 5) Compared Vendor’s Price Cost Evaluation Quantities:The vendor shall understand and agree 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 either actual or anticipated usage.

6) Unit of Measure: If the unit of measure specified on the attached pricing pages is different than the manner in which the vendor offers that item, then the unit of measure being proposed by the vendor must be clearly identified on the pricing page. All mathematical conversions should be shown by the vendor, and must be provided upon specific request from the Buyer.

* In the cost evaluation, a unit price conversion will be done to fairly evaluate solicitation prices. However, for any resulting contract, the unit of measure proposed will be the unit of measure awarded. Vendors are encouraged to contact the Buyer **prior to** submission of their solicitation to discuss anticipated unit modifications. The vendor is cautioned that the State of Missouri reserves the right to clarify the unit of measure modification or to disqualify the solicitation for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the State of Missouri.

##### 7) Prompt Payment Discount: The vendor is encouraged to propose price discounts for prompt payment that would benefit the State of Missouri. However, since such discounts would be conditional upon the state agency being able to meet the payment deadline, such discount shall not be considered in the cost proposal evaluation.

##### 8) Maximum Potential Financial Liability to the State of Missouri: Unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

#### b. The Domestic Products Procurement Act: In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the vendor is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.

##### Vendors who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over vendors whose products do not qualify.

##### The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.

##### If the vendor claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.

##### If the lowest priced vendor qualifies as American-made or in the event all of the vendors or none of the vendors qualify for the Buy American preference, no further calculation is necessary.  In the event the lowest priced vendor does not qualify for the Buy American Preference but other vendors do qualify, then the low vendor’s price(s) is increased by 10% for those items not eligible for the Buy American Preference.

### Evaluation of Bonus Point Preference: Organizations for the Blind and Sheltered Workshop (Blind/Sheltered Workshop) Preference:

#### Organization for the Blind and Sheltered Workshop Participation Prerequisites: In order for the Division of Purchasing (Purchasing) to meet the provisions of section 34.165, RSMo and 1 CSR 40-1.050, the vendor should secure participation of qualified nonprofit organizations for the blind or sheltered workshops in providing the products/services required in this RFP. Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a five to fifteen (5-15) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

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

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

##### The services performed or the products provided by the listed participating organizations 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 listed participating organizations are utilized, to any extent, in the vendor’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

#### Evaluation of Vendor’s Blind/Sheltered Workshop Participation Bonus Points: A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the proposal containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars ($5,000.00) of the total contract value of proposals for purchases not exceeding ten (10) million dollars ($10,000,000.00).

##### Where the commitment in the proposal exceeds the minimum level set forth in section 34.165 RSMo to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a minimum two percent (2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the proposal (which in the formula will be expressed as a number [Vendor’s Commitment Number below], not as a percentage) times two and one-half (2.5) points:

Vendor’s Commitment Number x 2.5 points = Awarded Points

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

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

#### Blind or Sheltered Workshop Commitment: If the vendor’s response is awarded and the vendor received evaluation consideration for the Blind or Sheltered Workshop portion, the organization for the blind or sheltered workshop participation committed to by the vendor in the Participation Commitment Table shall be interpreted as a contractual requirement. The awarded vendor shall be expected to meet the participation commitment regardless of the products and/or services purchased by the state from the contract.

### Service-Disabled Veteran Business Enterprises (SDVEs) – Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to vendors who qualify as Missouri service-disabled veteran business enterprises and who complete and submit **Exhibit G, Missouri Service-Disabled Veteran Business Enterprise Preference** with the solicitation.  If the solicitation does not include the completed **Exhibit G** in accordance with the instructions provided therein, no preference points will be applied. In order to be considered a qualified SDVE for purposes of this RFP, the vendor must be certified as an SDVE by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.

## Award Determination:

### Determination of Responsiveness - Any proposal which does not comply with the mandatory requirements of the RFP will be determined to be non-responsive and will not be considered for an award.

### Determination of Responsibility and Reliability - The state shall determine the responsibility and reliability of the lowest responsive vendor. Additionally, the state shall determine whether a vendor has met the business compliance requirements identified herein.

#### The State of Missouri reserves the right to reject any proposal for reasons which may include but not necessarily be limited failure of the vendor to provide a sample or providing an unacceptable sample, if a sample is deemed necessary by the State of Missouri.

#### If the lowest responsive vendor is determined not to be responsible and reliable or fails to compliance with the business compliance requirements, the state shall conduct a determination of responsibility and reliability for the next lowest responsive vendor.

### Purchasing anticipates making awards by groups, or an all or none basis. The grouping of items awarded shall be determined by the Division of Purchasing based upon factors such as item similarity, or other considerations in the best interest of the State of Missouri.

### 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.

### Determination of Award - Upon determination of the lowest, responsive, and responsible and reliable vendor for each evaluation by group (one evaluation for elastic and one evaluation for uniform waistband material), the State of Missouri shall conduct an evaluation of the combination of vendors of both groups.  The State of Missouri shall award a contract to the vendors determined to be the lowest, responsive, and responsible and reliable for each group.

### Any award of a contract shall be made by notification from the Division of Purchasing to the successful vendor. The final determination of contract award(s) shall be made by the Division of Purchasing.

### After a contract is executed or all proposals are rejected, all proposals are uploaded for public viewing into the Division of Purchasing’s imaging system known as the Awarded Bid and Contract Document Search system (<https://purch.oa.mo.gov/bidding-contracts/awarded-bid-contract-document-search>).

#### The Division of Purchasing also posts proposal results on the MissouriBUYS Bid Board (<https://missouribuys.mo.gov/bidboard>) for all vendors to view.

#### Vendors that respond to an RFP will be notified of the award results via e-mail.

**\*\*\*\*END OF VENDOR SUBMISSION, EVALUATION, AND AWARD INFORMATION SECTION\*\*\*\***

**EXHIBIT A**

**PROPOSAL SIGNATURE PAGE**



**STATE OF MISSOURI**

**OFFICE OF ADMINISTRATION**

**DIVISION OF PURCHASING (PURCHASING)**

**REQUEST FOR PROPOSAL (RFP)**

**STATE PURCHASE-FY25-0118-SL**

**ELASTIC & WAISTBAND MATERIAL**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Vendor’s Organization Name:** | | | |  | | |
| **MissouriBUYS Supplier Number:** | | |  | | | |
| **Point of Contact:** | |  | | | | |
| **Phone Number:** |  | | | | **Email Address:** |  |
| **Mailing Address:** | |  | | | | |
| **City/State/Zip:** | |  | | | | |
| **Vendor Tax Filing Type with IRS (check one):** | | Corporation  Individual  State/Local Government  Partnership  Sole Proprietor IRS Tax-Exempt | | | | |
| **What date did the vendor’s organization begin operation?** | | Date:   /  /  MM/DD/YYYY | | | | |

*I am authorized to submit a proposal to the State of Missouri in response to the RFP on behalf of my organization, to provide the products and/or services at the prices submitted. The information provided as my organization’s response is true and accurate. The vendor agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri, as defined in section 4.1. By signing below, the vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP and any previously issued RFP amendments.*

|  |  |
| --- | --- |
| **Authorized Signature** | **Date** |
| **Printed Name** | **Title** |

**Exhibit B,** **Proposal Submittal Checklist**

The following table is provided to assist the vendor in completing their proposal. It is the vendor’s sole responsibility to ensure that all mandatory requirements are met and that their proposal, including all exhibits, are properly completed and submitted with their proposal. The vendor may want to check the Task Complete boxes to ensure that each of these items are completed and/or submitted with the vendor’s response.

| **No.** | **Description** | **Task Complete** |
| --- | --- | --- |
| 1. | Complete and sign **Exhibit A, Proposal Signature Page.** |  |
| 2. | Complete all pricing required on **Exhibit C, Pricing Page(s).** |  |
| 3. | Complete and sign **Exhibit D, Domestic Products Procurement Act (Buy American) Preference.** |  |
| 4. | Complete **Exhibit E, Participation Commitment** for any Organization for the Blind/Sheltered Workshop proposed. |  |
| 5. | Complete **Exhibit F, Documentation of Intent to Participate**, identifying each Organization for the Blind/Sheltered Workshop, proposed. |  |
| 6. | Complete **Exhibit G, Missouri Service-Disabled Veteran Business Enterprise Preference**, if applicable. |  |
| 7. | Complete **Business Compliance Exhibit H, State of Missouri Tax Compliance** and attach “Vendor No Tax Due” certificate. |  |
| 8. | Complete **Business Compliance Exhibit I, Registration of Business Name with the Missouri Secretary of State.** |  |
| 9. | Complete and sign **Business Compliance Exhibit J, Anti-Discrimination Against Israel Act Certification.** |  |
| 10. | Complete **Business Compliance Exhibit K, Employee/Conflict of Interest.** |  |
| 11. | If applicable, clearly mark, separate, and seal proprietary or confidential information and describe how the proprietary or confidential information meets Chapter 610, RSMo (ref. Section 5 of the RFP). |  |

**REMINDER:** vendors do not need to return RFP Sections 1 through 5 or the RFP attachments, if any, with their proposal response.

**EXHIBIT C, Pricing Pages**

1. Pricing Requirements and Instructions:

#### **Pricing For All Line Items:** The vendor may provide pricing for one, some, or all line items within each group included on the **Exhibit C, Pricing Pages**.

#### For each line item in either group the vendor proposes, the vendor shall quote a firm, fixed price for all line items. In addition, the vendor shall provide firm-fixed maximum pricing for the renewal periods of each line item/group proposed.

#### The vendor’s prices shall include all packing, handling, and shipping charges FOB Destination, Freight Prepaid and Allowed unless otherwise specified in the RFP.

#### The vendor must provide firm, fixed pricing and must not enter “TBD” (to be determined) or similar comment in response to the line items identified herein. Failure to fully complete the required cost information may lead to a determination that the proposal is non-responsive.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Group 1- Elastic** | | | | | | |
| **Line Item** | **Mandatory Specifications** | **Estimated Quantity** | **Unit** | **Initial Contract Period**  **Firm, Fixed Price** | **1st Renewal Contract Period**  **Maximum Price** | **2nd Renewal Contract Period**  **Maximum Price** |
| 1.1 | C/S Code: 53141600  *Miscellaneous Sewing Supplies*  **Elastic**   * Color: White * Width: 1-1/4” * Woven (knitted shall be unacceptable) * Polyester covered * Elastomer: 12 ends, 34 gauge round natural rubber * Stretch Recover: 90-110% after 5 minutes * Breaking Strength: 150 lbf (± 5 lbf) after 5 laundering cycles * Elongation: 250% (± 10%) at break after 5 laundering cycles * 500 yards per box, festooned packaging   Brand/Product #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 250 | BOX | $\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1.2 | C/S Code: 53141600  Miscellaneous Sewing Supplies  **Elastic**   * Color: White * Width: 1-1/2” (± 1/8”) * Woven (knitted shall be unacceptable) * Elastomer: 27 ends, 37 gauge covered * Warp: 78 ends 2/150 textured polyester * Fill: 70 picks/inch 2/150 textured polyester * Weight: 29.9 grams per yard (± 3.0) * 500 yards per box, festooned packaging   Brand/ Product #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 100 | BOX | $\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Group 1- Elastic** | | | | | | |
| **Line Item** | **Mandatory Specifications** | **Estimated Quantity** | **Unit** | **Initial Contract Period**  **Firm, Fixed Price** | **1st Renewal Contract Period**  **Maximum Price** | **2nd Renewal Contract Period**  **Maximum Price** |
| 1.3 | C/S Code: 53141600  Miscellaneous Sewing Supplies  **Elastic**   * Color: White * Width: 1/2” (± 3/64”)   Knit  Polyester covered  Elastomer: 7 ends, 38 gauge natural latex  Elongation: 150% (± 10%) after 5 laundering cycles   * 1,500 yards per box, festooned packaging   Brand/Product #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 100 | BOX | $\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1.4 | C/S Code: 53141600  Miscellaneous Sewing Supplies  Knitted Drawcord Elastic  Color: White (16930K)  Width: 1-1/4” (± 1/16”)  Application: Drawcord  Thickness: .045” (edge) (± 10%), .135 (center) (± 10%)  Shrinkage: 12% maximum  Modulus: 2.513 (± 10%), 10 lb @ 50% 1st curve  Drawcord: 16563  Yield: 4.161 lbs/cy (± 10%)  Material Percentage: 59% Polyester (± 2%), 18% Rubber (± 2%), 23% Poly Draw Cord (± 2%)  Elongation: 140% (± 10%) after 5 laundering cycles  500 yards per box, festooned packaging  Brand/Product#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 50 | BOX | $\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Group 2- Uniform Waistband Material** | | | | | | |
| **Line Item** | **Mandatory Specifications** | **Estimated Quantity** | **Unit** | **Initial Contract Period**  **Firm, Fixed Price** | **1st Renewal Contract Period**  **Maximum Price** | **2nd Renewal Contract Period**  **Maximum Price** |
| 2.1 | **UNSPSC Code: 53100000**  Uniform Waistband,  Black, 2 ¾” wide, 50/50  polyester/cotton, woven,  pigment dye, resin finish,  uncoated, unlaminated, with  trio multi snugtex and banrol  attached to canvas, QST Industries  Polyfrost 96 (Black) or equal | 1,000 | YD | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_ |

1. **Delivery:**

The desired delivery is 30 calendar days after the receipt of a properly executed order. If vendor's delivery is different, the vendor should state delivery in days after receipt of order: calendar days ARO.

1. **Prompt Payment Discount:** The vendor is encouraged to propose price discounts for prompt payment that would benefit the State of Missouri. Any proposed discounts are conditional based upon the state agency’s ability to meet the payment deadline. Therefore, any proposed prompt payment discounts cannot be considered in the cost proposal evaluation.

|  |
| --- |
| Vendor’s Response: |

1. **Purchasing Card:** The State of Missouri reserves the right to purchase goods and services using the state purchasing card. The vendor should indicate whether payments would be allowed via the state’s purchasing card at no additional cost.

**Exhibit D, DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE**

In accordance with the Buy American Act, the vendor must provide proof of compliance with sections 34.350-34.359, RSMo. The vendor is instructed to provide information regarding the point of manufacture for each of the products being proposed so that the product’s eligibility for the Domestic Products Procurement Act (Buy American) Preference can be determined. This information is requested for the finished product only, not for components of the finished product. The vendor may be required to provide supporting documentation indicating proof of compliance. This document must be satisfactorily completed prior to an award of a contract.

**Qualifying for the Domestic Products Preference:**

A product qualifies for the preference if one of the following circumstances exist:

* if manufactured or produced in the U.S.; or
* if the product is imported into the U.S. but is covered by an existing international trade treaty, law, agreement, or regulation that affords the specific product the same status as a product manufactured or produced in the U.S.; or
* if only one line of products is manufactured or produced in the U.S.

**Non-Domestic Product:**

If the product is not manufactured or produced in the U.S. and does not otherwise qualify as domestic, then it will be considered non-domestic and not eligible for the preference.

**The vendor must complete the following applicable tables to certify whether:**

(Table 1) ALL products proposed are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; OR

(Table 2) ALL products proposed are manufactured or produced outside the U.S. and do not otherwise qualify for the Domestic Products Procurement Act Preference; OR

(Tables 3-6) Not all products proposed fall into the prior two categories so an item-by-item certification is necessary.

**The vendor is responsible for certifying the information provided on the exhibit is accurate by signing where indicated at the end of the exhibit.**

**TABLE 1 – ALL PRODUCTS MANUFACTURED OR PRODUCED IN U.S.** (eligible for preference)

|  |  |
| --- | --- |
| Check the box to the right if ALL products proposed are MANUFACTURED OR PRODUCED IN THE U.S.: |  |

**TABLE 2 – ALL PRODUCTS MANUFACTURED OR PRODUCED OUTSIDE U.S. AND DON’T QUALIFY FOR PREFERENCE** (ineligible for preference)

|  |  |
| --- | --- |
| Check the box to the right if ALL products proposed are MANUFACTURED OR PRODUCED OUTSIDE THE U.S. and DO NOT OTHERWISE QUALIFY for the Domestic Products Procurement Act Preference: |  |

**TABLES 3 THROUGH 6 – ITEM BY ITEM CERTIFICATION (NOT ALL PRODUCTS PROPOSED FALL INTO PRIOR TWO TABLES)**

|  |
| --- |
| * For those line items for which a U.S.-manufactured or produced product is proposed, complete **Table 3**. * For those line items which are manufactured or produced outside the U.S. that do not qualify for the Domestic Products Procurement Act Preference, complete **Table 4**. * For those line items which are not manufactured or produced in the U.S., but for which there is a U.S. trade treaty, law, agreement, or regulation in compliance with section 34.359, RSMo, complete **Table 5**. * For those line items which are not manufactured or produced in the U.S., but for which there is only one U.S. Manufacturer of that product or line of products, complete **Table 6**. - **(Exhibit continues on next page)** |

**EXHIBIT D, DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE - CONTINUED**

|  |  |  |  |
| --- | --- | --- | --- |
| **TABLE 3 – U.S.-MANUFACTURED OR PRODUCED PRODUCTS (Eligible for Preference)**   * List item numbers of products proposed that are U.S.-manufactured or produced and therefore qualify for the Domestic Products Procurement Act Preference. * List U.S. city and state where products proposed are manufactured or produced. | | | |
| **Item #** | **U.S. City/State Where Manufactured/Produced** | **Item #** | **U.S. City/State Where Manufactured/Produced** |
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| **TABLE 4 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS (Not Eligible for Preference)**   * List item numbers of products proposed that are foreign manufactured or produced and do not otherwise qualify for the Domestic Products Procurement Act Preference. * List country where product proposed is manufactured or produced. | | | |
| **Item #** | **Country Where Manufactured/Produced** | **Item #** | **Country Where Manufactured/Produced** |
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| **TABLE 5 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT U.S. TRADE TREATY, LAW, AGREEMENT, OR REGULATION APPLIES (Eligible for Preference)**   * List item numbers of products proposed that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because a U.S. Trade Treaty, Law, Agreement, or Regulation applies. * Identify country where proposed foreign-made product is manufactured or produced. * Identify name of applicable U.S. Trade Treaty, Law, Agreement, or Regulation that allows product to be brought into the U.S. duty/tariff-free. * Identify website URL for the U.S. Trade Treaty, Law, Agreement, or Regulation. * NOTE: As an imported product, if an import tariff is applied to the item, it does not qualify for the preference. In addition, “Most Favored Nation” status does not allow application of the preference unless the product enters the U.S. duty/tariff-free. | | | |
| **Item #** | **Country Where Proposed Foreign-Made Product is Manufactured/Produced** | **Name of Applicable U.S. Trade Treaty, Law, Agreement, or Regulation** | **Official Website URL for the U.S. Treaty, Law, Agreement, or Regulation** |
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| **TABLE 6 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT ONLY ONE US MANUFACTURER PRODUCES PRODUCT OR LINE OF PARTICULAR GOOD (Eligible for Preference)**   * List item numbers of products proposed that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because only one US Manufacturer produces the product or line of a particular good. * Identify country where proposed foreign-made product is manufactured or produced. * Identify sole US manufacturer name. * Identify name of sole US manufactured product/line of particular good.   **(Exhibit continues on next page)** | | | |
| **EXHIBIT D, DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE - CONTINUED** | | | |
| **Item #** | **Country Where Proposed Foreign-Made Product is Manufactured/Produced** | **Sole US Manufacturer Name** | **Name of Sole US Manufactured Product or Line of Particular Good** |
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**The vendor is responsible for certifying the information provided on this exhibit is accurate by signing below:**

|  |
| --- |
| I hereby certify that the information provided herein is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor. |
| **SIGNATURE** (Scanned or typed signature is acceptable) |
| **COMPANY NAME** |

**Exhibit E, PARTICIPATION COMMITMENT**

**Organization for the Blind/Sheltered Workshop Participation Commitment -** If the vendor is committing to Organization for the Blind/Sheltered Workshop participation (as detailed in Section 5**,** Vendor Submission, Evaluation, and Award Information Section), either through subcontractor participation or if the vendor is a qualified Organization for the Blind/Sheltered Workshop, the vendor must provide the required information in the table below for each organization proposed and must submit the completed exhibit(s) with the vendor’s response, in order to receive evaluation consideration for the Participation.

**Blind/Sheltered Workshop Resources:**

A list of Missouri sheltered workshops can be found at the following websites:

* Listing of Missouri Sheltered Workshops:

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

* Missouri Sheltered Workshop Products/Services Locator:

<http://moworkshops.org/services.html>

The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following websites:

<http://www.lhbindustries.com> and <http://www.alphapointe.org>

|  |
| --- |
| **Participation Commitment Submission Instructions:**  For each Organization for the Blind/Sheltered Workshop proposed, the vendor must:   1. identify the name of each qualified Organization for the Blind/Sheltered Workshop, 2. describe the proposed products/services and/or identify RFP Paragraph number of RFP Scope of Work which requires the proposed products/services, 3. if the participation is not proposed throughout the life of the contract, then identify specifically when during the term of the contract the proposed products/services would be provided/performed, and 4. enter the committed participation percentage of the actual total contract value in the appropriate column.   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. |

|  |  |  |  |
| --- | --- | --- | --- |
| **Organization for the Blind/Sheltered Workshop Commitment Table** | | | |
| **Name of Each Qualified Organization for the Blind or Sheltered Workshop Proposed** | **Description of Proposed Products/Services and RFP Paragraph Number Which Requires Proposed Products/Services within the Statement of Work** | **If The Participation Is Not Proposed Throughout The Life Of The Contract, When During the Term of the Contract Proposed Products/Services Would Be Provided/Performed** | **Committed Percentage of Participation**  (%\* of the Actual Total Contract Value) |
|  |  |  | % |
|  |  |  | % |
|  |  |  | % |
| Total Committed Percentage(s)  *(must minimally be 2%)* | | | % |

\*If the actual total dollar value of the contract is less than $250,000.00, then in lieu of a percentage, the vendor may instead commit to providing a minimum of $5,000.00 worth of products and/or services from an organization for the blind or sheltered workshop.

**Exhibit F, DOCUMENTATION OF INTENT TO PARTICIPATE**

If the vendor is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the RFP, the vendor must either provide this Exhibit or letter of intent recently signed by the proposed Organization for the Blind or Sheltered Workshop documenting the following information with the vendor’s response.

*~ Copy This Form For Each Organization Proposed ~*

|  |  |
| --- | --- |
| Vendor Name: |  |

**This Section To Be Completed by Participating Organization:**

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

Indicate appropriate business classification(s):

|  |  |  |  |
| --- | --- | --- | --- |
|  | Organization for the Blind |  | Sheltered Workshop |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Name of Organization: | |  | | | | |
| (Name of Organization for the Blind or Sheltered Workshop) | | | | | | |
| Contact Name: | |  | Email: | |  | |
| Address: | |  | Phone #: | |  | |
| City: | |  | Fax #: | |  | |
| State/Zip: | |  | Certification # | |  | |
|  | |  |  | | (or attach copy of certification) | |
|  | Certification Expiration Date: | | |  | |

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

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

|  |
| --- |
|  |
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|  |

**Authorized Signature:**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| *Authorized Signature of Participating Organization*  *(Organization for the Blind or Sheltered Workshop)* |  | *Date* |

**EXHIBIT G, MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (Purchasing) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs).

**DEFINITION – QUALIFIED SDVE:**

The following definitions shall be used in determining whether an individual, business, or organization qualifies as an SDVE:

* In order to be considered a qualified SDVE for purposes of this RFP, the vendor must be certified as an SDVE by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.
* 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;
* Having 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. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans’ affairs.);
* Having the management and daily business operations controlled by one (1) or more SDVs; and
* Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

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| --- |
| **SDVE Preference Response: The vendor should check the appropriate statement below indicating whether the vendor is an OEO certified SDVE at the time of the proposal opening date. If neither statement is checked, the vendor will not be eligible for SDVE preference consideration.** |

* No, the vendor submitting the response to the RFP is not an OEO-certified SDVE at the time of the proposal opening date. (Not eligible for SDVE preference)
* Yes, the vendor submitting the response to the RFP is an OEO-certified SDVE at the time of the proposal opening date. (Eligible for SDVE preference)

**BUSINESS COMPLIANCE EXHIBITS**

Instructions: In order to be awarded a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri.

The vendor certifies by signing the signature page of **Exhibit A, Proposal Signature Page** of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance with the vendor’s response and upon request by the Division of Purchasing.

* Business Compliance Exhibit H, State of Missouri Tax Compliance
* Business Compliance Exhibit I, Registration of Business Name with the Missouri Secretary of State
* Business Compliance Exhibit J, Anti-Discrimination Against Israel Act Certification
* Business Compliance Exhibit K, Employee/Conflict of Interest

**BUSINESS COMPLIANCE EXHIBIT H,**

**STATE OF MISSOURI TAX COMPLIANCE**

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| **STATE OF MISSOURI TAX COMPLIANCE** |
| In accordance with section 34.040.7, RSMo, Purchasing is precluded from contracting with a vendor or its affiliate who 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.  In order to verify the vendor’s State of Missouri tax compliance with the Missouri Department of Revenue (DOR), the vendor must provide “Vendor No Tax Due” certificate issued by DOR prior to award. By providing the “Vendor No Tax Due” certificate, the vendor is verifying the vendor is either registered to collect sales and/or use tax in Missouri or is not making retail sales of tangible personal property or providing taxable services in Missouri.  The DOR will issue the “Vendor No Tax Due” certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri. |

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| **How To Obtain A Vendor No Tax Due Certificate**  A “Vendor No Tax Due” certificate can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.  If taxes are due, depending on the payment history of the business, a cashier’s check or money order may be required for payment before a “Vendor No Tax Due” certificate can be issued.  A “Vendor No Tax Due” certificate can be obtained by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at <http://dor.mo.gov/forms/943.pdf>. Make sure to select the appropriate “Reason for Request” on page 2 of the form.  For assistance, call (573) 751-9268 or e-mail [taxclearance@dor.mo.gov](mailto:taxclearance@dor.mo.gov). Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue’s website at <http://dor.mo.gov/business/sales>.  NOTE: Make sure to request a “Vendor No Tax Due” certificate as there are other similar tax clearance forms that do not meet this verification requirement. The steps to obtain a “Vendor No Tax Due” certificate is outlined at <https://dor.mo.gov/taxation/business/tax-types/sales-use/hb600.html>. |

|  |  |
| --- | --- |
| **Instructions:** The vendor should complete the information below regarding their “Vendor No Tax Due” status. | |
| **“Vendor No Tax Due” Certificate is Included with the Response (Yes/No)** | Yes  No |
| **If the “Vendor No Tax Due” Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR** | Date: \_\_/\_\_/\_\_\_\_ (MM/DD/YYYY) |

**BUSINESS COMPLIANCE Exhibit I,**

**Registration of Business Name with the Missouri Secretary of State**

|  |
| --- |
| In accordance with section 351.572, RSMo, the vendor must be properly registered with the Missouri Secretary of State or identify how the vendor’s business is exempt from registering with the Missouri Secretary of State.  In order to verify the vendor is properly registered with the Missouri Secretary of State, the vendor must either be 1) properly registered with the Missouri Secretary of State at time of proposal submission or prior to contract award or 2) must identify how the vendor’s business is exempt from registering with the Missouri Secretary of State.  NOTE: For any questions regarding Secretary of State Registration, vendors should go to <https://www.sos.mo.gov/business/startBusiness.asp> or call 866-223-6535, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding state holidays. |

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| **Missouri Secretary of State Registration Verification** | | |
| **Registration Verification Instructions:** If the vendor’s business is already registered, the vendor should complete the table below with the vendor’s business name and the charter number assigned to the vendor’s business.  **Information on registering with Missouri Secretary of State:** If the vendor’s business is not yet properly registered with the Missouri Secretary of State, the vendor should refer to the Missouri Business Portal at <https://openforbiz.mo.gov/> for additional information. | | |
| Business Name |  | |
| Charter Number |  | |
| Proof of Good Standing Status Included | | Yes  No |
| If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State | | Date: \_\_/\_\_/\_\_\_\_ (MM/DD/YYYY) |
| **Exemptions** | | |
| **Exemption Instructions:** If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, the vendor should identify the specific section of 351.572 RSMo, which supports the exemption by placing a checkmark in the appropriate box in the “Indicate if Exemption is Applicable” column in the table below. In addition, the vendor should provide documentation supporting an exemption, if applicable. | | |
| **Section 351.572 RSMo Subsection 2. Exemption Description** | | **Indicate if Exemption is Applicable**  **(Check the appropriate box)** |
| (1) Maintaining, Defending, or Settling any Proceeding | |  |
| (2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs | |  |
| (3) Maintaining Bank Accounts | |  |
| (4) Maintaining Offices or Agencies for the Transfer, Exchange, and Registration of the Corporation’s Own Securities or Maintaining Trustees or Depositories with Respect to those Securities | |  |
| (5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property | |  |
| (6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts | |  |
| (7) Conducting an Isolated Transaction that is Completed Within Thirty Days and that is Not One in the Course of Repeated Transactions of a Like Nature | |  |
| (8) Transacting Business in Interstate Commerce | |  |
| Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive) | |  |

**BUSINESS COMPLIANCE Exhibit J,**

**ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION**

**Statutory Requirement:** Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

**Exceptions:** The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Boycott Israel and Boycott of the State of Israel:engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Company: any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Public Entity: the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

**Certification** - The vendor must therefore certify their current status by completing either Box A, Box B, Box C, or Box D on the next page of this Exhibit.

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

**BUSINESS COMPLIANCE EXHIBIT J,**

**ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - CONTINUED**

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| --- | --- | --- | --- | --- |
| **BOX A – NON-COMPANY ENTITY** | | | | |
| I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity’s business status changes during the life of the contract to become a “company” as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time. | | | | |
|  |  |  |  |  |
|  | Authorized Representative’s Name (Please Print) |  | Authorized Representative’s Signature |  |
|  |  |  |  |  |
|  | Entity Name |  | Date |  |

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| **BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES** | | | | |
| I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time. | | | | |
|  |  |  |  |  |
|  | Authorized Representative’s Name (Please Print) |  | Authorized Representative’s Signature |  |
|  |  |  |  |  |
|  | Company Name |  | Date |  |

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| --- | --- | --- | --- |
| **BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES** | | | |
| I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract. | | | |
|  |  |  |  |
|  | Authorized Representative’s Name (Please Print) |  | Authorized Representative’s Signature |
|  |  |  |  |
|  | Company Name |  | Date |

**BUSINESS COMPLIANCE EXHIBIT J,**

**ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - CONTINUED**

|  |  |  |  |
| --- | --- | --- | --- |
| **BOX D – PUBLIC ENTITY** | | | |
| I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Entity Name) is a public entity as defined in section 34.600, RSMo, and is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. | | | |
|  |  |  |  |
|  | Authorized Representative’s Name (Please Print) |  | Authorized Representative’s Signature |
|  |  |  |  |
|  | Company Name |  | Date |

**BUSINESS COMPLIANCE EXHIBIT K,**

**EMPLOYEE/CONFLICT OF INTEREST**

|  |
| --- |
| Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor’s organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information. The information must be provided prior to the award of a contract. |

|  |  |
| --- | --- |
| Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof: |  |
| If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed: |  |
| Percentage of ownership interest in vendor’s organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof: | \_\_\_\_\_\_\_\_\_\_% |