

**STATE OF MISSOURI**

**DEPARTMENT OF HEALTH AND SENIOR SERVICES (DEPARTMENT)**

**REQUEST FOR QUOTATION (RFQ)**

**SOLICITATION/OPPORTUNITY (OPP) NO.: RFQ580410424002244 PROCUREMENT STAFF: Lisa Donze**

**TITLE: Refrigerated Mailers PHONE NO.: (573) 573-751-6861**

**ISSUE DATE: May 7, 2024 E-MAIL:** **Lisa.Donze@health.mo.gov**

**TARGET DATE AND TIME: June 7, 2024 AT 3:00 PM CENTRAL TIME (END DATE)**

**VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH** [**HTTPS://MISSOURIBUYS.MO.GOV**](https://MISSOURIBUYS.MO.GOV) **BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)**

**MAILING INSTRUCTIONS:** Print or type **Solicitation/OPP Number** and **End Date** on the lower left hand corner of the envelope or package. Quotations should be returned to 920 Wildwood Dr., Jefferson City, MO 65109 by the target date and time.

**RETURN BID TO:**

 **(U.S. Mail) (Courier Service)**

Department of Health and Senior Services **or** Department of Health and Senior Services

 Bureau of Procurement Services Bureau of Procurement Services

 P.O. Box 570 920 Wildwood Dr.

 Jefferson City, MO 65102-0570 Jefferson City, MO 65109

**OR FAX TO: (573) 522-9052 *(either mail or fax, not both)***

**CONTRACT PERIOD: February 4, 2025 through February 3, 2026**

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

**Missouri Department of Health and Senior Services**

**State Public Health Laboratory**

**PO BOX 570, Jefferson City, MO 65102**

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 requirements and specifications contained herein and the Terms and Conditions Request for Quotation (Revised 09/30/16). The vendor further agrees that the language of this RFQ shall govern in the event of a conflict with his/her bid. The vendor further agrees that upon receipt of an authorized purchase order from the Department of Health and Senior Services or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the Vendor and the State of Missouri. The vendor shall understand and agree that in order for their bid to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of bid opening, the vendor must register in MissouriBUYS upon request by the state immediately after bid opening.

**SIGNATURE REQUIRED**

|  |  |
| --- | --- |
| **VENDOR NAME**      | **MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)**      |
| **DOING BUSINESS AS (DBA) NAME**      |
| **MAILING ADDRESS**      |
| **CITY, STATE, ZIP CODE**      |
| **CONTACT PERSON**      | **EMAIL ADDRESS**      |
| **PHONE NUMBER**      | **FAX NUMBER**      |
| **VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)** \_\_\_ Corporation \_\_\_ Individual \_\_\_ State/Local Government \_\_\_ Partnership \_\_\_ Sole Proprietor \_\_\_IRS Tax-Exempt |
| **AUTHORIZED SIGNATURE** | **DATE**      |

### **Instructions for Submitting a Solicitation Response**

### The Department is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (<https://www.missouribuys.mo.gov>). MissouriBUYS is the State of Missouri’s web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

### For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at <https://missouribuys.mo.gov/media/pdf/online-bid-response-instructions>. (This document is also on the Bid Board referenced above.)

Notice: The vendor is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response.  Failure to allow adequate time prior to the solicitation end date 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.

#### **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuys.mo.gov>), clicking the “Register” button at the top of the page, and completing the Vendor Registration. Once registered the vendor should log back into MissouriBUYS and edit their profile by selecting the organizational contact(s) that should receive an automated confirmation of the vendor’s electronic bid responses successfully submitted to the state.

#### To respond electronically to a solicitation, the vendor must login to MissouriBUYS, locate the desired solicitation on the Bid Board, and, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response.  Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at:  <https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf>.

##### Vendors are encouraged to submit their entire bid electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail, courier service, or fax.  However, any such submission should be received prior to the solicitation’s specified target date and time.  Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail, courier service, or fax.

##### In the event a registered vendor electronically submits a solicitation response and also mails or fax hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration.  In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

Addendum Document: If an addendum document is subsequently issued, please follow these steps to accept the addendum document(s).

1. If you have not accepted the original solicitation document go to the **Overview** page, find the section titled, **Original Solicitation Documents**, review the solicitation document(s) then click on the box under **Select, and** then click on the **Accept** button.
2. To accept the addendum document, on the **Overview** page find the section titled **Addendum Document**, review the addendum document(s) then click on the box under **Select, and** then click on the **Accept** button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

1. Log into **MissouriBUYS**.
2. Select the **Solicitations** tab.
3. Select **View Current Solicitations**.
4. Select **My List**.
5. Select the correct **Opportunity Number** (**Opportunity No**); the **Overview** page will display.
6. Click on **Review Response** from the navigation bar.
7. Click on **Retract** if your response needs to be revised.
8. A message will come up asking, “Are you sure you want to retract the Bid”. Click on **Continue** to confirm.
9. Click on **Respond** and revise as applicable.
10. Click on **Review Response** from the navigation bar and then click on **Submit** to submit your response.

#### **HARD COPY RESPONSES:** Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

# introduction and general information

## Purpose:

### This document constitutes a request for quotation for Refrigerated Mailers for the transport of rabies mailers as set forth herein.

## Questions Regarding the RFQ:

### It is the Vendor’s responsibility to ask questions, request changes or clarifications, or otherwise advise the Department 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 bid.

#### The Vendor and the Vendor’s agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFQ, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFQ.  Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements.  Vendors and their agents who have questions regarding this matter should contact the Procurement Staff.

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

NOTE: The only official position of the State of Missouri shall be that which is contained in the RFQ and any addendums thereto.

## Background and Historical Usage Information:

### A current contract exists for the products being obtained via this RFQ. The contract number is KQ220051029.

### State expenditures – The Missouri Accountability Portal (MAP) located on the Internet at: <http://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the links to “[Site Information](http://mapyourtaxes.mo.gov/MAP/Expenditures/)” and “[Disclaimer](http://mapyourtaxes.mo.gov/MAP/Expenditures/)”.

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

# Scope of work

## General Requirements:

### The Contractor shall provide Refrigerated Shipping Mailers for the Department of Health and Senior Services, State Public Health Laboratory (hereinafter referred to as the Department), in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.

### To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor’s authorized representative on the first page of this document indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein**.**

### After the award unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Central Services

Program Contact: Ryan Bernard

Address: 101 North Chestnut Street, Jefferson City, MO 65101

Phone: 573-751-3334

Email: Ryan.Bernard@health.mo.gov

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

## Technical Performance:

### Product Requirements/Specifications:

#### Contractor Sample Assurance - The Contractor shall agree that 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 for sample-testing and which passed sample-testing shall be provided to the Department for the duration of the contract.  No substitutions of product shall be made without the prior written approval of the Department.  Only substitutes that are equivalent or better than the product(s) originally contracted for, and equal to or less in price, shall be considered for approval.

#### Estimated Order Quantities - The quantities indicated in this Request for Quotation are estimates that pertain to the total aggregate quantities that may be ordered incrementally, at multiple times 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.

#### Substitution of Product - The Contractor shall not substitute any item(s) that has been awarded to the Contractor without the prior written approval of the Department.

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

##### Any item substitution must be a replacement of the contracted item 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 Department shall be the final authority as to acceptability of any proposed substitution.

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

##### The Department may choose not to compel an item 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.

### Product/Performance Requirements:

#### The Contractor shall provide refrigerated shipping mailers to be used in ground transportation or the submission of animal heads for rabies testing, which meet or exceed the following mandatory requirements:

##### Mailers and all components shall meet or exceed the performance testing requirements of 49 CFR 173.199 and IATA Packing Instruction 650 for Category B infectious substances.

#### The Contractor shall provide completed refrigerated mailers and the individual components to transport specimens that fall under Division 6.2 infectious Substances UN 3373 “Biological Substance, Category B”:

##### Primary Container – Leakproof plastic bag which is flexible, watertight, and clearly printed with a biohazard symbol. The bag should be sufficient size (approximately 27 inches x 18 inches) to accommodate a large dog head (zippered closure bag is preferred).

##### Secondary container – Leakproof pad which is approximately 11 inches in diameter by 10 inches deep (capable of holding a large dog head) and be rigid, watertight, gasket sealed, reusable, and capable of withstanding repeated chemical disinfection with chlorine bleach solution without affecting the integrity of the container, In addition, the secondary container lid must be threaded to allow for easy opening and enable a secure close by hand. The secondary container must also be permanently and clearly printed with a biohazard symbol and the statement “CAUTION: Do not place dry ice inside this vessel”. (***NOTE:*** *Labels are acceptable* ***ONLY*** *for the samples provided with bid submission. Awarded product must be permanently marked*.)

##### The primary and/or secondary container must bed capable of withstanding without leakage an internal pressure producing a pressure differential of not less than 95 kPa.

##### Temperature-controlled shipper to hold the primary/secondary components without auxiliary support mater **and allow enough room for freezer pillows between the secondary container and the Styrofoam**. ***Bidders shall note requirement for sufficient space to insert freezer pillows between secondary container and Styrofoam***.

##### Rigid outer packaging suitably sized for use in transport with no side exceeding 16 inches.

##### Each mailer shall include absorbent materials such as Zorb Sheets (tissue-based papers impregnated with super-absorbent polymers, 12 inches by 12 inches absorbs 750 mL). Granular absorbent products (such as Sanisorb or Multizorb) are **NOT** acceptable.

##### Each mailer shall include clear instructions for filling and closing.

##### Freeze pillows, outer labeling, and a list of contents card will be provided by the Department.

### Delivery Requirements:

#### Upon receipt of an authorized purchase order or P-card transaction notice, the Contractor and/or the Contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein to the Department. Delivery shall include unloading shipments at the Department's dock or other designated unloading site as requested by the Department. All orders must be shipped F.O.B. Destination, Freight Prepaid and Allowed.

#### The Contractor shall replace any item 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.

## Payments and Invoices:

* + 1. The State of Missouri shall submit contract payments to the Contractor at the remittance address listed in the Contractor’s MissouriBUYS vendor registration. However, the Contractor shall understand and agree the state reserves the right to make contract payments to the Contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at [https://MissouriBUYS.mo.gov](https://missouribuys.mo.gov/).
		2. The Contractor shall invoice the Department on the Contractor’s original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.
		3. All invoices shall be sent to:

 Missouri Department of Health and Senior Services

 State Public Health Laboratory

 P.O. Box 570

 Jefferson City, MO 65102-0570

### Upon the receipt and approval of an itemized invoice prepared according to the terms of the contract, the Department will pay the Contractor.

### Other than the payments specified above, no other payments or reimbursements shall be made to the Contractor for any reason whatsoever.

# General Contractual Requirements

## Contract:

### Contract - A binding contract shall consist of: (1) the RFQ and any addendums thereto, (2) the Contractor’s response (bid) to the RFQ, (3) clarification of the bid, if any, and (4) the Department’s acceptance of the response (bid) by “notice of award”. All Exhibits and Attachments included in the RFQ shall be incorporated into the contract by reference.

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

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

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

## Contract Period:

### The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The parties may renew the agreement for two (2) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties. In the event both parties agree on the renewal, 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.

## Renewal Periods:

### If the option for renewal is exercised by the Department, the Contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page, Exhibit 1, of the contract.

#### If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.

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

## Contract Price:

### All prices shall be as indicated on the Pricing Page, Exhibit 1. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

## Monitoring:

### The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

### If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

## Document Retention:

### The Contractor shall retain all books, records, and other documents relevant to this contract for a period of five (5) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

### The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

### If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the five (5) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

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

### The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

## Confidentiality:

### The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor’s subcontractors and employees.

### The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient’s/client’s parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor’s subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

## 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.

#### Under no circumstances shall the Contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state’s records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the Contractor is informed of their possibility.

### The Contractor shall understand and agree that pursuant to the Constitution of the State of Missouri, Article III, Section 39 the state shall not indemnify, hold harmless, or agree in advance to defend any person or entity.

## 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 the insurance coverage is canceled, the Department must be notified within thirty (30) calendar days.

## Publications, Copyrights, and Rights in Data and Reports:

### If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

#### Notwithstanding subparagraph 1 of this section, in the event the Contractor is a university and intends to create a scholarly publication using materials created for the Department under this project, the Contractor shall provide the Department with the opportunity to review and to provide comment on the proposed publication. At the Department’s request, Contractor will insert a disclaimer in any publication that says the publication does not necessarily reflect the views or opinions of the Department. Any such publication created by the Contractor shall contain acknowledgment of the Department’s sponsorship as required by 48 CFR § 52.227-14(c).

### In accordance with the “Steven’s Amendment” in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, application solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

#### The percentage of the total costs of the program or project which will be financed with Federal money; and

#### The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

### If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

### If the Contractor is a State University, the Department limits the requirements of number 10 of the Department’s Terms and Conditions to the extent permitted by law and without waiving sovereign immunity.

## Authorized Personnel:

### The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

### The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

### Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the Vendor/Contractor meets the section 285.525, RSMo definition of a “business entity” (<https://revisor.mo.gov/main/OneSection.aspx?section=285.530>), the Vendor/Contractor must affirm the Vendor’s/Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Vendor/Contractor should complete applicable portions of Exhibit 2, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit 2 must be submitted prior to an award of a contract.

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

#### Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

#### Provide to the Department the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program; AND

#### Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

### In accordance with subsection 2 of section 285.530, RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

## Contractor Status:

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

## Termination:

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

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

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

#### The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee’s and/or subcontractor’s employees are lawfully present in the United States.

### The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.

### The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

## 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 bid.

#### The Contractor shall prepare and submit to the Department 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 Department.

#### The Department will monitor the Contractor’s compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the Contractor’s awarded bid. 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 Department 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 bid.

##### The Contractor must obtain the written approval of the Department 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 Department detailing all efforts made to secure a replacement. The Department 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 days after the effective date of the first renewal period,the Contractor must submit an affidavit to the Department. 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 contactor may use the affidavit available on the Office of Administration/Division of Purchasing’s website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

## Coordination

### The Contractor shall fully coordinate all contract activities with those activities of the Department. 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 Department or the Department throughout the effective period of the contract.

## Property of State:

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

# bid SUBMISSION, EVALUATION, AND AWARD INFORMATION

## Submission of Bids:

### MissouriBUYS is the State of Missouri’s web-based statewide eProcurement system which is powered by WebProcure, through our partner, Proactis (<https://www.missouribuys.mo.gov>).

#### Vendors have the option of submitting their bid either as an electronic response or as a hard copy response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at <https://missouribuys.mo.gov/sites/missouribuys/files/how-to-respond-to-a-solicitation.pdf>. (This document is also on the Bid Board referenced above.)

#### In order to become a registered vendor, the vendor can register by going to the MissouriBUYS Home Page referenced above, clicking the “Register” button at the top of the page, and completing the Vendor Registration.

### Electronic Bid in MissouriBUYS – Registered vendors are encouraged to submit their entire bid electronically through the MissouriBUYS System website. In addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the solicitation as an attachment to the electronic bid. Be sure to include the solicitation number, company name, and a contact name on any attachments. The registered vendor should review the bid submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

#### The exhibits, forms, and Pricing Page(s) provided herein can be saved, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website.

##### To ensure software compatibility with the MissouriBUYS system, the vendor should complete attachments using Microsoft Word or Microsoft Excel. If using a different application for completing attachments, the vendor should save the completed attachment as a searchable PDF document in order to preserve the formatting. 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 of the vendor's information in their attachments to be unreadable which could negatively impact the evaluation of the vendor's bid.

### Hard Copy Bid Response - If the vendor is submitting a bid via the mail or a courier service or is hand delivering the bid, the vendor should include completed exhibits, forms, and other information concerning the bid, including completed Pricing Page(s), with the bid. The vendor is instructed to review the bid submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

#### The vendor should include the solicitation number, company name, and a contact name on the hard copy bid documents.

#### Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the bid double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted in a notebook or binder.

### The vendor is solely responsible for ensuring timely submission of their bid, whether submitting an online response or a hard copy response.  Failure to allow adequate time prior to the bid submission target date to complete and submit a bid to the solicitation, particularly in the event technical support assistance is required, places the vendor and their bid at risk of not being accepted on time.

#### If a registered vendor submits an electronic and hard copy response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the Department shall consider the response which serves the Department’s best interest.

## Compliance with Requirements, Terms and Conditions:

### Vendors are cautioned that the State of Missouri shall not award a non-compliant solicitation response. Consequently, a vendor indicating non-compliance or providing a bid in conflict with mandatory requirements, terms, conditions or provisions of the RFQ may result in the vendor’s bid being rendered as non-responsive and eliminated from further consideration for award.

### The vendor is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the RFQ and its contractual requirements.

### In order to ensure compliance with the RFQ, the vendor should indicate agreement that, in the event of conflict between any of the vendor's bid and the RFQ requirements or terms and conditions, the RFQ shall govern. Taking exception to the Department’s terms and conditions may render a vendor's bid unacceptable and removed from consideration for award.

## Confidential Materials:

### Pursuant to section 610.021, RSMo, the vendor’s bid and related documents shall be considered an open record.

#### 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.

#### Regardless of any claim by a vendor as to material being confidential and not subject to copying or distribution, or how a vendor characterizes any information provided in its bid, all material submitted by the vendor in conjunction with the RFQ is subject to release 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 and withheld from any public request submitted to the Department. The vendor should presume information provided to the Department in a bid will be public 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 bid in its entirety. It is not the State of Missouri’s intention to have requested any confidential material as part of the vendor’s bid. Therefore, vendors should NOT include confidential material with their bid.

#### In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:

##### Vendor’s entire bid including client lists, references, proposed personnel, and methodology;

##### Vendor’s pricing; and

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

#### On-line Bid - If a registered vendor is responding electronically through the MissouriBUYS System website and attaches information with their bid that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their bid 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.

#### Hard Copy Bid - If the vendor is submitting a bid via the mail or a courier service or is hand delivering the bid and submits information with their bid that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their bid must be separated, sealed, and 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 this instruction shall relieve the state of any obligation to preserve the confidentiality of the documents.

#### Except for any portion of a bid qualifying as confidential, as determined by the Department as specified above, the bids are scanned into the Department’s imaging system after a contract is executed or all bid are rejected.

##### The scanned information will be available for viewing through the Internet from the Department’s imaging system. Therefore, the vendor is advised not to include any information in their bid that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers.

##### In preparing a bid, the vendor should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bid and should limit bid content to items that provide substance, quality of content, and clarity of information.

## Bid Submittal Documentation - The vendor should include a completed copy of each exhibit and any other documentation requested or required herein with the bid. The vendor is cautioned that it is the vendor’s sole responsibility to submit requested information and that the State of Missouri is under no obligation to solicit such information if it is not included with the bid. The vendor’s failure to submit such information may adversely affect the evaluation of the bid.

### The vendor must provide pricing for all line items as required on Exhibit 1, Pricing Page, including all renewal pricing. All pricing shall be quoted FOB Destination, Freight Prepaid and Allowed.

### Samples - The vendor shall submit one complete sample mailer and documents with their bid in accordance with the requirements and provisions stated herein. Failure to provide a sample by bid closing date may result in disqualification of the bid.

#### If the vendor elects to submit an online bid, the vendor should submit the requested samples via hand-delivery, mail, or courier service.

#### The vendor shall agree and understand that samples shall be submitted at the vendor’s expense.

#### At the request and expense of the vendor, the Department will return samples not destroyed during the evaluation process. Any samples remaining after ten (10) days following award of the contract or cancellation of the RFQ may be destroyed. However, the Department reserves the right to retain samples submitted in order to conduct a comparison of the product proposed and the product actually received.

### The Vendor is permitted to use generic position titles rather than identifying a proposed team member by their name.  However, in the event a Vendor chooses to provide such personal information regarding an entity exempt from federal income tax under section 501(c) of the Internal Revenue Code of 1986, as amended, then by signing the cover page of the bid, the Vendor understands and agrees they have voluntarily provided such personal information. If the Vendor’s bid is awarded, the Vendor shall be contractually obligated to provide an individual with the minimum qualifications proposed.

## Bid Detail Requirements and Deviations:

### It is the Vendor’s responsibility to submit a bid that meets all mandatory specifications stated herein. The Vendor should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the RFQ. Any deviation from a mandatory requirement may render the bid non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.

#### Vendors should note: A descriptive brochure of the model bid may not be acceptable as clear identification of deviations from the written specification.

## Description of Product:

### The Vendor should present a detailed description of all products and services proposed in the response to this Request for Quotation. It is the Vendor's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid to insure its compliance with mandatory technical specifications. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

## Evaluation and Award Process:

### After determining that a bid satisfies the mandatory requirements stated in the Request for Quote, the Department shall use objective analysis in conducting an assessment of the bids.

### Open Competition – Any manufacturer’s name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition.

#### The Vendor may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer’s name and model number, the Vendor must explain in detail how their product meets or exceed the specifications. Bids, which do not comply with the requirement and the specifications, are subject to rejection without clarification.

### Determination of Lowest Priced Vendor including Consideration of Preferences: The vendor with the most points after completing the cost evaluations and determining preferences as specified below is considered the lowest vendor.

#### Objective Evaluation of Cost – The cost evaluation shall be based on a total cost determined by multiplying the unit prices quoted on Exhibit 1, Pricing Page, by the respective quantities stated herein for each potential contract period, then adding the results of the calculations to determine a total cost.

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Lowest Responsive Vendor’s Price | X | Maximum Cost Evaluation points (100) | = | 100 Cost Points |
| Compared Vendor’s Price |

##### If the unit of measure specified on the Pricing Page is different than the manner in which the vendor offers that item, the vendor must clearly identify the unit of measure being proposed on the pricing page. The vendor shall show all mathematical conversions upon specific request from the buyer.

##### In the cost evaluation, a unit price conversion will be done to fairly evaluate proposed prices. However, for any resulting contract, the unit of measure proposed will be the unit of measure awarded.

##### The vendor should contact the buyer **prior to** submission of their bid 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 bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the State of Missouri.

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

## Organizations for the Blind and Sheltered Workshop Preferences:

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

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

#### 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 bid containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars ($5,000) of the total contract value of bids for purchases not exceeding ten (10) million dollars.

### Where the commitment in the bid 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 bid (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 bid lists a dollar figure that is over the minimum amount, the dollar figure shall be converted into the percentage of the vendor’s total contract value for calculation of the awarded points. Commitments at or above six percent (6%) receive the maximum of fifteen (15) points.

#### Participation Commitment – The vendor must complete Exhibit 3, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the bid is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.

#### Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit 4, Documentation of Intent to Participate Form, or must provide a letter of intent recently signed by the proposed Organization for the Blind or Sheltered Workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the vendor submitting the bid is an organization for the blind or sheltered workshop, the vendor is not required to complete Exhibit 4, Documentation of Intent to Participate Form or provide a letter of intent.

### The following websites provide information regarding Missouri sheltered workshops:

#### 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 Internet addresses:

[http://www.lhbindustries.com](http://www.lhbindustries.com/)

<http://www.alphapointe.org>

### Commitment – If the vendor’s bid is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on Exhibit 3, Participation Commitment, shall be interpreted as a contractual requirement.

## Missouri Service-Disabled Veteran Business Preference:

### 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 5, Missouri Service-Disabled Veteran Business Enterprise Preference with the bid.  If the bid does not include the completed Exhibit 5 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 RFQ, the vendor must be certified as an SDVE by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the target date of the RFQ.

## The Domestic Product 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 section 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.

### In accordance with the Buy American Act, the vendor must provide proof of compliance with section 34.353, RSMo. Therefore the vendor should complete and return Exhibit 6, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

### If the lowest priced vendor qualifies as American-made or in the event of all 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.

## Other Bid Submission Requirements:

### Miscellaneous Information – The Vendor should complete and submit Exhibit 7, Miscellaneous Information.

### Business Compliance - The Vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The Vendor certifies by signing the signature page of this original document and any addendum signature page(s) or by submitting an on-line bid that the Vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The Vendor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

#### Registration of business name (if applicable) with the Secretary of State at <https://www.sos.mo.gov/business/startBusiness.asp>

#### Certificate of authority to transact business/certificate of good standing (if applicable)

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

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

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

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

## Determination for Award:

### Determination of Responsiveness - Any bid which does not comply with the mandatory requirements of the RFQ 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.

#### The State of Missouri reserves the right to reject any bid for reasons which may include but are not necessarily limited to: (1) receipt of any information, from any source, regarding unsatisfactory experience/performance of similar services by the vendor or any subcontractor(s) within the past three (3) years, **or** (2) the vendor’s inability or failure to document recent responsible and reliable past experience/performances similar to the services required, **or** (3) 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 to not be responsible and reliable, the state shall conduct a determination of responsibility and reliability for the next lowest responsive vendor.

### Determination of Award - The contract will be awarded to the lowest, responsive, and responsible and reliable vendor determined as specified herein.

**1. GENERAL**

1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor’s authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

**2. CONTRACTOR’S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT**

2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:

2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or

2.3.2 Collecting a certification from that person; or

2.3.3 Adding a clause or condition to the covered transaction with that person.

**3. CONTRACTOR’S CERTIFICATION REGARDING LOBBYING**

3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**4. CONTRACTOR’S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor’s premises or off the Contractor’s premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

 Missouri Department of Health and Senior Services

 Division of Administration, Grants Accounting Unit

 P.O. Box 570

 920 Wildwood Drive

 Jefferson City, Missouri 65102-0570

**5. CONTRACTOR’S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children’s services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children’s services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children’s services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

**6. CONTRACTOR’S CERTIFICATION REGARDING NON-DISCRIMINATION**

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

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor’s E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor’s E.O. #10-24; and

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

**7. CONTRACTOR’S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS**

7.1 The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a Contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for “whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The Contractor’s employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

**8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT**

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

# EXHIBIT 1

# PRICING PAGE

The Vendor shall provide firm, fixed pricing for Refrigerated Mailers pursuant to all mandatory requirements herein. The Vendor must clearly describe any one-time required firm, fixed costs and all annual costs necessary to meet the RFQ requirements herein. The Vendor must indicate any other relevant information related to the pricing of their proposed products/services. Pricing must include all start-up costs, technical support, and training. ***UNSPSC 41000000***

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Line Item** | **Mandatory Specifications** | **Estimated Quantity** | **Unit** | **Original Contract Period Firm, Fixed Price** | **First Renewal Period Maximum Price**  | **Second Renewal Period Maximum Price**  |
| 1 | **Complete Refrigerated Mailer**(items 2-7 put together)Brand:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Stock #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 100 | EA | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_ |
| 2 | **Primary Container**(18”L x 24”W Biohazard Bag)Brand:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Stock #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 3000 | EA | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_ |
| 3 | **Secondary Container**(2.5 Gallon Leakproof Bucket)Brand:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Stock #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 10 | EA | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_ |
| 4 | **Temperature Controlled Shipper**(15.5”L x 15.5”W x 15.5”H)Brand:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Stock #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 10 | EA | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_ |
| 5 | **Rigid Outer Packing**(Box 17”L x 17”w x 17”H)Brand:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Stock #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 100 | EA | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_ |
| 6 | **Absorbent Material**(Absorbent Pad)Brand:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Stock #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 1000 | EA | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_ |
| 7 | **Instructions form Filling and Closing Shipper**(5 pieces of paper)Brand:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Stock #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 1000 | EA | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_ |

#### **EXHIBIT 2**

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,**

**AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

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

|  |
| --- |
| BOX A: To be completed by a non-business entity as defined below.BOX B: To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc\_1185221678150.shtm.BOX C: To be completed by a business entity who has current work authorization documentation on file with a Missouri Department including Department. |

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

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

|  |
| --- |
| BOX A – CURRENTLY NOT A BUSINESS ENTITY |
|  I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below) - I am a self-employed individual with no employees; **OR**- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo. I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under RFQ580410424002244 and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department with all documentation required in Box B of this exhibit. |
|  |  |  |  |  |
|  | Authorized Representative’s Name (Please Print) |  | *Authorized Representative’s Signature* |  |
|  |  |  |  |  |
|  | Company Name (if applicable) |  | Date |  |

**EXHIBIT 2, continued**

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

|  |
| --- |
| **BOX B – CURRENT BUSINESS ENTITY STATUS** |
| I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530. |
|  |  |  |  |  |
|  | Authorized Business Entity Representative’s Name (Please Print) |  | *Authorized Business Entity**Representative’s Signature* |  |
|  |  |  |  |  |
|  | Business Entity Name |  | Date |  |
|  |  |  |  |  |
|  | E-Mail Address |  |  |  |
| As a business entity, the Vendor must perform/provide each of the following. The Vendor should check each to verify completion/submission of all of the following:- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc\_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND- Provide documentation affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the Vendor’s name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Vendor’s name and the MOU signature page completed and signed, at minimum, by the Vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the Vendor’s name and company ID, then no additional pages of the MOU must be submitted; AND- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit. |

**EXHIBIT \_2, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

|  |  |  |
| --- | --- | --- |
|  |  |  |
| *Authorized Representative’s Signature* |  | Printed Name |
|  |  |  |
|  |  |  |
| Title |  | Date |
| E-Mail Address |  | E-Verify Company ID Number |

Subscribed and sworn to before me this \_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am

 (DAY)(MONTH, YEAR)

commissioned as a notary public within the County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of

 (NAME OF COUNTY)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and my commission expires on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(NAME OF STATE) (DATE)

|  |  |  |
| --- | --- | --- |
|  |  |  |
| *Signature of Notary* |  | *Date* |

**EXHIBIT 2, continued**

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

|  |
| --- |
| **BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS** |
| I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri Department or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following. * The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Vendor’s name and the MOU signature page completed and signed by the Vendor and the Department of Homeland Security – Verification Division
* A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri Department** or **Public University**\* to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_\_\_\_ (if known) |
|  |  |  |  |  |
|  | Authorized Business Entity Representative’s Name (Please Print) |  | *Authorized Business Entity**Representative’s Signature* |  |
|  |  |  |  |  |
|  | Business Entity Name |  | Date |  |
|  |  |  |  |  |
|  | E-Mail Address |  | E-Verify MOU Company ID Number |  |
|  |  |  |  |  |
| **FOR STATE OF MISSOURI USE ONLY** |  |  |  |
| Documentation Verification Completed By: |  |  |  |
|  |  |  |  |  |
|  | Buyer |  | Date |  |
|  |

**EXHIBIT 3**

**PARTICIPATION COMMITMENT**

**Organization for the Blind/Sheltered Workshop Participation Commitment** – If the vendor is committing to participation by 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 the organization proposed and must submit the completed exhibit with the vendor’s bid.

| **Organization for the Blind/Sheltered Workshop Commitment Table** |
| --- |
| * The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.
* 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 $10 million.
* The vendor may propose more than one organization for the blind/sheltered workshop as part of the vendor’s total committed participation. However, the services performed or products provided must still meet the requirements noted herein.
 |
| **Name of Organization for the Blind or Sheltered Workshop Proposed** | **Committed Participation**($ amount or % of total value of contract) | **Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop***The vendor should also include the paragraph number(s) from the RFQ which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.* |
| 1. | **%** | Product/Service(s) proposed: |
| RFQ Paragraph References: |
| 2. | **%** | Product/Service(s) proposed: |
| RFQ Paragraph References: |
| **Total Blind/Sheltered Workshop Percentage:**  | **%** |  |

**EXHIBIT 4**

**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 RFQ, the vendor must either provide this Exhibit or letter of intent, recently signed by each organization documenting the following information with the vendor’s bid.

*~ 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:

|  |
| --- |
|  |
|  |
|  |

**Authorized Signature:**

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

**EXHIBIT 5**

**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.

|  |
| --- |
| **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)

**EXHIBIT 6**

**DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE**

In accordance 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 bid 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.

**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 bid are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; OR

(Table 2) ALL products bid 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 bid 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 bid 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 bid 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 BID FALL INTO PRIOR TWO TABLES)**

|  |
| --- |
| * For those line items for which a U.S.-manufactured or produced product is bid, 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**.
 |

|  |
| --- |
| **TABLE 3 – U.S.-MANUFACTURED OR PRODUCED PRODUCTS (Eligible for Preference)*** List item numbers of products bid 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 bid are manufactured or produced.
 |
| **Item #** | **U.S. City/State Where Manufactured/Produced** | **Item #** | **U.S. City/State Where Manufactured/Produced** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**EXHIBIT 6, continued**

**DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE**

|  |
| --- |
| **TABLE 4 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS (Not Eligible for Preference)*** List item numbers of products bid that are foreign manufactured or produced and do not otherwise qualify for the Domestic Products Procurement Act Preference.
* List country where product bid is manufactured or produced.
 |
| **Item #** | **Country Where Manufactured/Produced** | **Item #** | **Country Where Manufactured/Produced** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

|  |
| --- |
| **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 bid 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 bid 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.
 |
| **Item #** | **Country Where Proposed Foreign-Made Product is Manufactured/Produced** | **Sole US Manufacturer Name** | **Name of Sole U.S. 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** (If submitting bid electronically, scanned or typed signature is acceptable) |
| **COMPANY NAME** |

**EXHIBIT\_7**

**MISCELLANEOUS INFORMATION**

## Employee Bidding/Conflict of Interest:

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

## Registration of Business Name (if applicable) with the Missouri Secretary of State

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

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

**STATE OF MISSOURI**

**DEPARTMENT OF HEALTH AND SENIOR SERVICES**

**TERMS AND CONDITIONS -- REQUEST FOR QUOTATION**

1. TERMINOLOGY/DEFINITIONS

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

a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Department of Health and Senior Services (DEPARTMENT)**. The agency is also responsible for payment.

b. **Addendum** means a written official modification to a RFQ.

c. **Amendment** means a written, official modification to a contract.

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

e. **Bid** **Target Date and Time** and similar expressions mean the deadline required by the RFQ for the receipt of bids.

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

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

h. **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.

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

j. **Exhibit** applies to forms which are included with an RFQ for the vendor to complete and submit with the bid prior to the specified target date and time.

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

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

m. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.

n**. 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 RFQ. The pricing pages must be completed and submitted by the vendor with the bid prior to the specified bid target date and time.

o. **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 DEPARTMENT.

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

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

2. APPLICABLE LAWS AND REGULATIONS

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

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

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

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

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

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

3. OPEN COMPETITION/REQUEST FOR QUOTATION DOCUMENT

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

b. 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 bid process, all vendors will be advised, via the issuance of an addendum to the RFQ, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFQ, any questions received less than five calendar days prior to the RFQ target date may not be answered.

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

d. The DEPARTMENT 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.

e. The RFQ is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those bid opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor’s e-mail address is incorrect, the vendor must update the e-mail address themselves on the state’s MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov>.

f. The DEPARTMENT reserves the right to officially amend or cancel an RFQ after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the RFQ was established and registered vendors who have responded to the RFQ on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the RFQ was established and registered vendors who have responded to the bid on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the official target date and time specified in the RFQ.

4. PREPARATION OF BIDS

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

b. Unless otherwise specifically stated in the RFQ, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.

c. Unless otherwise specifically stated in the RFQ, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. 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. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.

d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFQ.

e. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFQ, such a vendor may submit a bid 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 RFQ, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by DEPARTMENT or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by DEPARTMENT. If DEPARTMENT 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 RFQ.

f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the RFQ clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

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

h. Bids, including all prices therein, shall remain valid for 90 days from bid target date unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.

i. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

a. Registered vendors may submit bids electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov> or by delivery or fax of a hard copy to the DEPARTMENT office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit bids hard copy delivered or faxed to the DEPARTMENT office. All bids must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the RFQ, and (3) be priced as required. Delivered or faxed bids should be received in the DEPARTMENT office prior to the target time and date specified in the RFQ.

b. The envelope or container containing a bid should be clearly marked on the outside with (1) the official RFQ number and (2) the official target date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.

c. A bid submitted electronically by a registered vendor may be modified on-line prior to the official target date and time. A bid which has been delivered to the DEPARTMENT office may be modified by signed, written notice which has been received by the DEPARTMENT prior to the official target date and time specified. A bid may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official target date and time. Telephone or telegraphic requests to modify a bid shall not be honored.

d. A bid submitted electronically by a registered vendor may be retracted on-line prior to the official target date and time. A bid which has been delivered to the DEPARTMENT office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the DEPARTMENT prior to the official target date and time specified. A bid may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official target date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.

e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.

f. When submitting a bid electronically, the registered vendor indicates acceptance of all RFQ requirements, terms and conditions by clicking on the “Accept” button on the Overview tab. Vendors delivering or faxing a hard copy bid to DEPARTMENT must sign and return the RFQ cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all RFQ terms and conditions. Failure to do so may result in rejection of the bid unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.

g. Faxed and e-mail no-bid notifications shall be accepted.

6. PREFERENCES

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

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

c. In accordance with Executive Order 05-30, Contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

7. EVALUATION/AWARD

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

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

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

d. Awards shall be made to the vendor whose bid (1) complies with all mandatory specifications and requirements of the RFQ and (2) is the lowest and best bid, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFQ and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.

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

f. The DEPARTMENT reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DEPARTMENT may negotiate for the required supplies.

g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a vendor, from vendor's references, or from any other source.

h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.

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

j. All bids and associated documentation will be considered open records pursuant to section 610.021, RSMo.

k. The DEPARTMENT posts all bid results on the MissouriBUYS Statewide eProcurement System website for all vendors to view for a reasonable period after bid award. The DEPARTMENT maintains images of all bid file material for review. Vendors who include an e-mail address with their bid will be notified of the award results via e-mail.

l. The DEPARTMENT 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.

1. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050.
2. The final determination of contract award(s) shall be made by DEPARTMENT.

8. CONTRACT/PURCHASE ORDER

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

b. A binding contract shall consist of: (1) the RFQ and any addendums thereto, (2) the Contractor's response (bid) to the RFQ, (3) clarification of the bid, if any, and (4) DEPARTMENT's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFQ shall be incorporated into the contract by reference.

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

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

9. INVOICING AND PAYMENT

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

b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

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

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

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

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

g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

10. DELIVERY

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

11. INSPECTION AND ACCEPTANCE

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

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

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

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

12. WARRANTY

a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DEPARTMENT, (2) be fit and sufficient for the purpose expressed in the RFQ, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

 b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

13. CONFLICT OF INTEREST

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

b. The Contractor hereby covenants that at the time of the submission of the bid the Contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The Contractor further agrees that during the term of the contract neither the Contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

14. REMEDIES AND RIGHTS

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

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

15. CANCELLATION OF CONTRACT

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

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

c. If the DEPARTMENT cancels the contract for breach, the DEPARTMENT 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 DEPARTMENT deems appropriate and charge the Contractor for any additional costs incurred thereby.

d. The Contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

16. COMMUNICATIONS AND NOTICES

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

17. BANKRUPTCY OR INSOLVENCY

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

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

18. INVENTIONS, PATENTS AND COPYRIGHTS

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

19. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

b. The identification of a person designated to handle affirmative action;

c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;

d. The exclusion of discrimination from all collective bargaining agreements; and

e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

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

20. 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).

21. FILING AND PAYMENT OF TAXES

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

22. TITLES

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

Revised 06-27-19