



**STATE OF MISSOURI
OFFICE OF THE SECRETARY OF STATE
REQUEST FOR QUOTATION (RFQ)**

RFQ NO.: RFQ2311LD01
TITLE: LSTA Five-Year Evaluation
ISSUE DATE: April 23, 2021

REQ NO.: N/A
BUYER: Phyllis Prenger
PHONE NO.: (573) 526-1768
E-MAIL: Phyllis.prenger@sos.mo.gov

TARGET DATE AND TIME: MAY 14, 2021 AT 3:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFQ Number, Return Target Date, and "FISCAL DEPARTMENT"** on the lower left hand corner of the envelope or package. Bids should be in the Office of Secretary of State (600 West Main Street, Room 302, Jefferson City, MO 65101) by the target date and time.

	(U.S. Mail)	(Courier Service)
RETURN BID TO:	OFFICE OF THE SECRETARY OF STATE or OFFICE OF THE SECRETARY OF STATE	OFFICE OF THE SECRETARY OF STATE
	FISCAL DEPARTMENT	FISCAL DEPARTMENT
	PO BOX 387	600 WEST MAIN STREET, ROOM 302
	JEFFERSON CITY, MO 65102	JEFFERSON CITY, MO 65101

OR FAX TO: (573) 522-6289 *(either mail or fax, not both)*

CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2022

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

**OFFICE OF THE SECRETARY OF STATE
LIBRARY DEVELOPMENT DIVISION
600 WEST MAIN STREET, ROOM 302
JEFFERSON CITY, MO 65101**

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 06/27/19). 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 Office 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.

SIGNATURE REQUIRED

VENDOR NAME
MAILING ADDRESS
CITY, STATE, ZIP CODE

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

SOLICITATION ORGANIZATION:

This document is divided into the following parts:

Section 1:	Introduction and General Information
Section 2:	Scope of Work
Section 3:	Contractual Requirements
Section 4:	Bid Submission Information and Requirements
Exhibit A	Pricing Page
Exhibit B	Vendor's Experience, Reliability, and Expertise of Personnel
Exhibit C	Proposed Method of Performing the LSTA Study
Exhibit D	Participation Commitment
Exhibit E	Documentation of Intent to Participate
Exhibit F	Missouri Service-Disabled Veteran Business Enterprise (SDVE) Preference
Exhibit G	Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
Exhibit H	Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion
Exhibit I	Miscellaneous Information
Terms and Conditions	

END OF SOLICITATION ORGANIZATION

1. INTRODUCTION AND GENERAL INFORMATION

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

1.1 Purpose:

- 1.1.1 This document constitutes a request for quote for the provision of a Library Services and Technology Act 2018-2022 evaluation and a strategic planning document to inform the Library Services and Technology Act plan for 2023-2027 for the Missouri State Library (referred to hereinafter as the Department) in accordance with the requirements and provisions stated herein.

1.2 Questions Regarding the RFQ:

- 1.2.1 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.

- a. 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 buyer.
- b. 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.

1.3 Definitions:

- 1.3.1 For the purposes of the contract, the following definitions shall apply to these acronyms:

- a. **SOS** – The Office of the Missouri Secretary of State
- b. **MOSL** – Missouri State Library
- c. **SLAA** – State Library Administrative Agencies
- d. **IMLS** – The Institute of Museum and Library Services
- e. **LSTA** – The Library Services and Technology Act
- f. **REAL** – Remote Electronic Access for Libraries Program
- g. **SPR** – State Program Report

1.4 Background:

1.4.1 In 1956, Congress passed the Library Services Act (LSA) to stimulate use of State and local funds for library improvement throughout the nation. P.L. 84-597. The legislative history reflects that the Act was “designed to assist in remedying a serious deficiency in the educational program of the United States” -- the lack of adequate library services. The LSA encouraged States to implement comprehensive programs to meet the library services needs of their residents by establishing “State Library Administrative Agencies” (SLAAs) with authority under State law to administer State-wide library development programs. Fifty-nine state agencies now ensure that library services reach individuals throughout the United States and its territories.

The Library Services legislation has been continually reauthorized by Congress since its inception. In 1996, Congress modified the priorities of the Federal program. Congress enacted the Library Services and Technology Act (LSTA) of 1996, Subchapter II of the Museum and Library Services Act, Pub. L. 104-208, which recognized the opportunities afforded by new technologies in promoting access to learning and information resources in all types of libraries for individuals of all ages. Most recently, Congress enacted the Museum and Library Services Act of 2018 (Pub. L. 115-410, codified at 20 U.S.C. § 9101 et seq.), which also incorporates Library Services and Technology Act (LSTA). (See further information at <https://www.ims.gov/grants/grant-programs/grants-states/grants-states-manual>).

1.4.2 Through grants to states, the IMLS provides allotments to each state. State Library Administrative Agencies (SLAAs) may use the appropriation to support statewide initiatives and services. They also may distribute the funds through subgrant competitions or cooperative agreements to public, academic, research, school, and special libraries in their state.

1.4.3 The Missouri State Library (MOSL) prepared an IMLS-approved five-year plan outlining its programs for LSTA FY2018-2022. These programs support the LSTA priorities which include:

- a. expanding services for learning and access to information and educational resources in a variety of formats, in all types of libraries, for individuals of all ages in order to support such individuals’ needs for education, lifelong learning, workforce development, and digital literacy skills;
- b. establishing or enhancing electronic and other linkages and improved coordination among and between libraries and entities, as described in section 9134(b)(6) of this title, for the purpose of improving the quality of and access to library and information services;
- c. providing training and professional development, including continuing education, to enhance the skills of the current library workforce and leadership, and advance the delivery of library and information services;
- d. enhancing efforts to recruit future professionals to the field of library and information services;
- e. developing public and private partnerships with other agencies and community-based organizations;
- f. targeting library services to individuals of diverse geographic, cultural, and socioeconomic backgrounds, to individuals with disabilities, and to individuals with limited functional literacy or information skills;
- g. targeting library and information services to persons having difficulty using a library and to underserved urban and rural communities, including children (from birth through age 17) from families with incomes below the poverty line (as defined by the Office of Management and Budget and revised annually in accordance with section 9902(2) of title 42) applicable to a family of the size involved;
- h. developing library services that provide all users access to information through local, state, regional, national, and international collaborations and networks; and
- i. carrying out other activities consistent with the purposes of LSTA as set forth in [Section 9121 of 20 U.S.C. Chapter 72](#).

- 1.4.4 MOSL's LSTA FY2018-2022 Five Year Plan included targets to reach to aid in measuring plan success. Once IMLS accepted the Missouri State Library plan, MOSL had two further responsibilities: 1) submit an annual narrative report describing how the state met its five-year plan objectives and activities during the preceding federal fiscal year, and 2) submit an overall evaluation of how it fulfilled the goals of the plan during its five year course. The latter evaluation is to be submitted to the IMLS by March 30, 2022.
- 1.4.5 With information gathered from the LSTA FY2018-2022 Five Year Evaluation, the Missouri State Library (MOSL) must also prepare a LSTA Five-Year Plan for FY2023-2027. SLAAs may use the appropriation to support statewide initiatives and services. They also may distribute the funds through subgrant competitions or cooperative agreements to public, academic, research, school, and special libraries in their state. The priorities listed in 1.4.3 still apply.
- 1.4.6 Deliverable One: One product to procure through this RFQ is a professional report that enables the Missouri State Library to submit the evaluation to meet the specifications set forth by IMLS in [Guidelines for IMLS Grants to States Five-Year Evaluation](#) for Missouri's LSTA FY2018-2022 Five-Year Plan.
- Deliverable Two: The second product to procure through this RFQ is a professional document with data and focus group-informed recommendations on projects and activities to include in MOSL's LSTA FY2023-2027 Plan.
- 1.4.7 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.

END OF PART ONE: INTRODUCTION AND GENERAL INFORMATION

2. SCOPE OF WORK

This section of the RFQ includes requirements and provisions that shall govern the contract after RFQ award. The contents of this section include mandatory requirements that must be adhered to by the state and the contractor, unless changed by a contract amendment.

2.1 General Requirements:

- 2.1.1 The contractor shall prepare and submit to the Missouri State Library a professional Library Services Technology Act Evaluation on its LSTA FY2018-2022 Plan on how it has fulfilled the stated goals through the LSTA FY2018 - FY2020 allotments.
- 2.1.2 The contractor shall understand and agree that its evaluation must be completed by January 21, 2022 to ensure the Missouri State Library is able to submit its evaluation to the IMLS by the March 30, 2022 deadline.

2.2 Performance Requirements:

2.3 LSTA FY2018-FY2022 Evaluation Basics:

- 2.3.1 The contractor shall perform the LSTA Evaluation with the understanding that Section 9134(c) of IMLS' authorizing legislation directs SLAAs to "independently evaluate, and report to the (IMLS) Director regarding, the activities assisted under this subchapter, prior to the end of the 5-year plan." The contractor's study shall cover an independent evaluation that shall:
 - a. Highlight effective past practices;
 - b. Assess the efficacy in implementing the activities used in advancing state goals; and
 - c. Develop key findings and recommendations from evaluating the past five years for use in organizing the next Five-Year Plan.

2.4 LSTA Evaluation Plan and Methodology Requirements:

- 2.4.1 The contractor must provide an evaluation plan that describes the methodologies that will be used for review and approval by the Missouri State Library (MOSL) before proceeding to collect and analyze data.
- 2.4.2 The contractor must carefully document project records used in the evaluation. Professional guidelines for this type of research require protocols in place to ensure confidentiality and consent.
- 2.4.3 The contractor must summarize the methods used in any statistical and qualitative research. For qualitative research, many types of sampling and coding strategies will be acceptable. The contractor shall ensure that whatever methods are selected for the contractor's evaluation, the methods must be made transparent.
- 2.4.4 The contractor's evaluation appendices must contain copies of any instruments used for data collection as well as those used in coding.

2.5 Document Requirement for the LSTA FY2018-FY2022 Evaluation:

- 2.5.1 The contractor shall prepare the evaluation following documentation requirements as presented as follows: Documents required for the Five-Year Evaluation shall include a cover page (1 page), an evaluation summary (2-5 pages maximum), an evaluation report (25 pages maximum), and appendices. The format specified below must be followed:
 - a. Cover Page (1 page)
 - 1) State Library Administrative Agency;
 - 2) Title of the evaluation;

- 3) Evaluator(s) name and organizational affiliation;
 - 4) Date;
 - 5) Name of the team, branch, unit, or person commissioning the evaluation.
- b. Evaluation Summary (2-5 pages maximum)
- 1) Summarize key findings for the three retrospective and three process questions below;
 - 2) Briefly describe the evaluation methodology, referencing the four methodology questions below.
- c. Evaluation Report (25 pages maximum)
- 1) Answer the questions under “Retrospective Questions” and “Process Questions” in order as they are below;
 - 2) Describe the methodology employed, responding to the questions under “Methodology Questions” below.

2.6 LSTA FY2023-2027 Plan Support:

- 2.6.1 The contractor shall facilitate four to six online focus groups to obtain insight for the development of MOSL’s LSTA FY2023-2027 Plan. These focus groups can be part of any meetings needed for Missouri’s LSTA FY2018-2022 Plan evaluation. Focus groups shall be representative of all types of libraries in Missouri. The results of the focus groups are to:
- a. Express goals for Missouri libraries and the direction MOSL will take to meet the goals.
 - b. Determine expected impacts of LSTA funding for projects as they relate to the staffs of libraries within the state.
 - c. Provide communication tool for Missouri’s library community.
 - d. Become a part of the next five-year LSTA state plan.
- 2.6.2 Sample Planning Questions: The meetings will focus on programs and services that will be provided by MOSL, as stated above. Significant questions to be addressed consist of but are not limited to the following:
1. Process Questions
 - a. What type of programs work for the library consumers and library staff in general?
 - b. What type of programs work for public library consumers, school and academic library clientele and library staff specifically?
 - c. What do non-participating libraries and borderline participants need to be able to participate in, grant funded projects or statewide programs?
 - d. How will the library clients and library staff be satisfied with the delivery of services?
 - e. What programs will result in cost savings for participating libraries?
 2. Outcome Questions
 - a. Will more patrons use the library services because of the grant programs?
 - b. Will there be an increase in community involvement in relation to the grant programs?
 - c. Will customer service improve due to staff training from LSTA funded events?
 - d. Will the statewide programs enhance libraries’ abilities to serve patrons?

More questions and library issues will be determined via consultations between the vendor and MOSL staff before meeting agendas are planned.

2.7 Analysis and Reporting:

- 2.7.1 The contractor shall keep detailed minutes of each meeting and submit them to MOSL in electronic format.
- 2.7.2 By December 30, 2021, the contractor shall create a strategic planning document to provide direction on Missouri's LSTA FY2023-2027 Five-Year Plan on successful programs to continue, programs to review and revise, programs to discontinue, and new programs to develop based on the information gathered in the focus groups and the LSTA FY2018-2022 Plan Evaluation. The document shall be grouped around the following themes, similar to Missouri's [LSTA FY2018-2022 Plan](#):
- a. Build and Sustain Information Resources
 - b. Target Library and Information Services
 - c. Strengthen the Library Workforce

2.8 Conflict of Interest

- 2.8.1 The contractor shall be free from real or perceived conflicts of interest, and shall agree that the contractor's study must be considered an independent evaluation that is rigorous, objective, and carried out free from outside influence. The contractor must be able to demonstrate that the contractor does not have a role in carrying out LSTA-funded activities and is independent of those who are being evaluated or who might be favorably or adversely affected by the evaluation results. If the evaluation is carried out within the state entity that includes the SLAA, the line of hierarchy within the entity must demonstrate that the contractor is not accountable to those responsible for oversight of the LSTA program within the state. Regardless of whether the evaluation is done in-house or through a third party, the contractor must be able to demonstrate professional competency to rigorously conduct the evaluation, including requisite expertise in statistical and qualitative research methods. Additionally, MOSL requires that the contractor have experience in evaluating State LSTA Five-Year Plans.

2.9 Time Table:

- 2.9.1 The actual time table for deliverables shall be agreed by the contractor and the state agency. The contractor shall understand and agree that the decision of the state agency regarding deliverables as presented below shall be final. The following table is presented as informational:

When	What
April 23, 2021	RFQ release date
May 5, 2021	Deadline for questions regarding the RFQ. Questions must be sent in writing via email to Buyer.
May 14, 2021	Deadline to receive proposals: 3:00 p.m. CST
June 1, 2021	Contract awarded on or before
June 2021	Discussions between vendor and MOSL staff regarding evaluation process
August 2021	Retrospective Evaluation completed
September 2021	Process Area completed
October 2021	Methodology evaluation completed
November 2021	Focus groups completed
December 15, 2021	Draft of LSTA FY2018-2022 Plan Evaluation Due
December 30, 2021	Summary document to inform LSTA FY2023-2027 Plan due
January 21, 2021	Final LSTA FY2018-2022 Plan Evaluation due

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

2.11 Invoicing and Payment Requirements:

- 2.11.1 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>.
- a. The contractor must submit invoices on the contractor's original descriptive business invoice form unless the contractor is submitting an integrated electronic invoice (eInvoice) in MissouriBUYS. Each invoice submitted must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS vendor. The invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the Department's payment to the invoices.
 - b. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
 - c. The vendor shall submit invoices via email to:

Terry Blauvelt, Grants Officer
Missouri State Library
Email: LSTA@sos.mo.gov
- 2.11.2 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, travel expenses, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

END OF PART TWO: SCOPE OF WORK

3. CONTRACTUAL REQUIREMENTS:

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

3.1 Contract:

3.1.1 A binding contract shall consist of: (1) the RFQ and any addendum 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. 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.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the 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.

3.2 Contract Period:

3.2.1 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.

3.3 Contract Price:

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

3.4 Termination:

3.4.1 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.

3.5 Transition:

- 3.5.1 The contractor shall work with the Department and any other organizations designated by the Department to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the Department.
- 3.5.2 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the Department.

3.6 Contractor Liability:

- 3.6.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 3.6.2 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.

3.7 Insurance:

- 3.7.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. 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.
- a. In the event the insurance coverage is canceled, the Department must be notified within thirty (30) calendar days prior to such cancellation.

3.8 Subcontractors:

- 3.8.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held

harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

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

3.9 Participation by Other Organizations:

- 3.9.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid.
- a. 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.
 - b. 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.
 - c. 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.
 - 1) The contractor must obtain the written approval of the Department for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the 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.

3.10 Authorized Personnel:

- 3.10.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
 - b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
 - c. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the 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
 - 3) 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.
 - d. 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.

3.11 Contractor Status:

- 3.11.1 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.

3.12 Coordination:

- 3.12.1 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 throughout the effective period of the contract.

3.13 Property of State:

- 3.13.1 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.

3.14 Confidentiality:

- 3.14.1 The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Department.
- 3.14.2 If required by the Department, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- 3.14.3 The contractor shall maintain strict confidentiality of all records supplied to it by the Department or that the contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the Department.
- a. The contractor assumes liability for all disclosures of confidential information and breaches by the contractor and/or the contractor's/provider's subcontractors and employees.
 - b. 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, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated under HIPAA, including but not limited to the Federal Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164, the "Privacy Rule"), the Security Standards for the Protection of Electronic Protected Health Insurance (45 CFR part 164, subpart C, the "Security Rule"), and Breach Notification for Unsecured Protected Health Information (45 CFR Parts 160 and 164, the "Breach Notification Rule").

3.15 Prevailing Wage Requirements:

- 3.15.1 The contractor shall not perform any services requiring payment of prevailing wages pursuant to section 290.250, RSMo. At any time during the effective period of the contract, if any requested or required services would involve prevailing wage, the contractor shall not perform the service and shall notify the Department in writing of the reason. In such event, the State of Missouri shall obtain the needed services through alternative means in accordance with state law and regulations.

3.16 Inventions, Patents, and Copyrights:

- 3.16.1 If any copyrighted material is developed as a result of the 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.

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

- 3.17.1 Steven's Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the Department is obtained and unless they clearly state the following as provided by the Department:
- a. The percentage of the total costs of the program or project which will be financed with Federal funds;
 - b. The dollar amount of Federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

END OF PART THREE: CONTRACTUAL REQUIREMENTS

4. BID SUBMISSION INFORMATION AND REQUIREMENTS

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

4.1 Submission of Bid:

4.1.1 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>).

- a. 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.

4.1.2 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.

- a. The vendor should include the solicitation number, company name, and a contact name on the hard copy bid documents.
- b. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the 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.

4.2 Compliance with Requirements, Terms and Conditions:

4.2.1 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.

4.2.2 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.

4.2.3 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.

4.3 Confidential Materials:

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

- a. 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.

- b. 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.
- c. In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
 - 1) Vendor's entire bid including client lists, references, proposed personnel, and methodology;
 - 2) Vendor's pricing; and
 - 3) 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).

4.4 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.

4.4.1 The vendor must provide pricing for all line items as required on **Exhibit A**, Pricing Page.

4.4.2 Evaluation of the Vendor's Experience, Reliability, and Expertise of Personnel:

4.4.3 Experience and reliability of the vendor's organization will be considered subjectively in the evaluation process. Therefore, the vendor is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the provision of a LSTA study.

4.4.4 The vendor should provide the following information related to previous and current contracts performed by the vendor's organization and any proposed subcontractors which are similar to the requirements of this RFQ, i.e., provision of a LSTA or similar study. The information may be shown on the form attached as **Exhibit B** to this RFQ or in a similar manner.

- a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
- b. Dates of the service/contract; and
- c. A brief, written description of the specific prior services performed and requirements thereof.

4.4.5 The qualifications of the personnel proposed by the vendor to perform the requirements of this RFQ, whether from the vendor's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the vendor should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

- 4.4.6 The vendor may utilize **Exhibit B** for summarizing the personnel information and should submit detailed resumes for proposed key personnel.
- a. Resumes should be structured to emphasize relevant qualifications and experience of the personnel in successfully completing contracts of a similar size and scope to the requirements of this RFQ.
 - b. If personnel are not yet hired, the vendor should provide detailed descriptions of the required employment qualifications and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.
- 4.4.7 Specifically, the state will be assessing the vendor's prior experience with LSTA Five Year Evaluations, the vendor's expertise in conducting plan evaluations, and the vendor's familiarity with Missouri's library system/landscape.

4.5 Evaluation of the Vendor's Method of Performing the Study:

- 4.5.1 The vendor's approach to conducting the study will be subjectively evaluated. The vendor should provide specific details about the vendor's approach to gathering data for the study, including targeted participants, draft questions, and illustrate the vendor's tailoring of questions to the Missouri library system/landscape (see section 2.4 herein).
- 4.5.2 Specific reference to the time-line herein (see section 2.9 herein) should be addressed by the vendor, and will be evaluated.
- 4.5.3 **Exhibit C** is provided for the vendor's convenience in displaying this information.
- 4.5.4 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" (<https://revisor.mo.gov/main/OneSection.aspx?section=285.525>), the vendor must affirm the vendor'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 should complete applicable portions of **Exhibit G**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of **Exhibit G** must be submitted prior to an award of a contract.
- 4.5.5 Debarment Certification – The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The vendor should complete and return the attached certification regarding debarment, etc., **Exhibit H** with the bid. This document must be satisfactorily completed prior to award of the contract.
- 4.5.6 Miscellaneous Information – The vendor should complete and submit **Exhibit I**, Miscellaneous Information.
- 4.5.7 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) 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:
- a. Registration of business name (if applicable) with the Secretary of State at <https://www.sos.mo.gov/business/startBusiness.asp>
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)

- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker’s compensation/unemployment compensation)

The vendor should refer to the Missouri Business Portal at <https://openforbiz.mo.gov/> for additional information.

4.6 Evaluation and Award Process:

4.6.1 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 in accordance with the evaluation criteria stated below:

Evaluation Criteria Scoring Categories	Maximum Points
Cost	100
Vendor’s Experience, Reliability, and Expertise of Personnel	45
Proposed Method of Performing the Study	45
TOTAL	190

4.6.2 The Department may make multiple contract awards. Contracts will be awarded to the vendor(s) who score the highest total aggregate score as is determined using the above-described scoring, and is considered the “lowest and best” vendor(s).

4.6.3 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.

- a. Objective Evaluation of Cost – The cost evaluation shall be based on the total cost stated on **Exhibit A, Pricing Page**.
- b. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times \frac{\text{Maximum Cost Evaluation points (200)}}{\text{Evaluation points (200)}} = \text{Assigned Cost Points}$$

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 should shall 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.
- c. Organizations for the Blind and Sheltered Workshop Preference - :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.
- 1) 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.
- 2) 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 solicitations 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.

- 3) Participation Commitment - The vendor must complete **Exhibit D**, Participation Commitment, by identifying the organization for the blind or sheltered workshop, 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.
- 4) Documentation of Intent to Participate – The vendor must either provide a properly completed **Exhibit E**, Documentation of Intent to Participate Form, or 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 E**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- 5) A list of Missouri sheltered workshops can be found at the following Internet address:
 - Listing of Missouri Sheltered Workshops: <https://dese.mo.gov/special-education/sheltered-workshops/directories>
 - Missouri Sheltered Workshop Products/Services Locator: <https://www.moworkshops.org/services.html>
- 6) The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:
 - <https://lhbindustries.com/>
 - <http://www.alphapointe.org>
- 7) Commitment – If the vendor's bid is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on **Exhibit D**, Participation Commitment, shall be interpreted as a contractual requirement.

- d. Missouri Service-Disabled Veteran Business Enterprise (SDVE) 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 F**, Missouri Service-Disabled Veteran Business Enterprise Preference with the bid. If the bid does not include the completed **Exhibit F** and the documentation specified on **Exhibit F** in accordance with the instructions provided therein, no preference points will be applied.

4.7 Determination for Award:

- 4.7.1 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.
- 4.7.2 Determination of Responsibility and Reliability - The state shall determine the responsibility and reliability of the lowest responsive vendor.
 - a. 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.

- b. 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.

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

END OF PART FOUR: BID SUBMISSION INFORMATION AND REQUIREMENTS

EXHIBIT A**PRICING PAGE**

The vendor shall provide a price for each of the following for providing the services required herein in accordance with the provisions and requirements of this RFQ. The vendor shall provide firm, fixed prices for the contract period. Prices shall include all applicable costs associated with providing the required services outlined in to Sections 2.3 - 2.7 including labor, materials and travel.

Line Item	Description	Contract Period Firm, Fixed Price
1	Quoted total shall include all labor and materials, including any travel, to conduct and complete the LSTA FY2018-2022 Evaluation described herein.	\$ _____ Per UNIT
2	Quoted total shall include all labor and materials, including any travel, to conduct the focus groups and complete the LSTA FY2023-2027 strategic planning document.	\$ _____ Per UNIT

EXHIBIT B

VENDOR'S EXPERIENCE, RELIABILITY, AND EXPERTISE OF PERSONNEL

The evaluation of the vendor's proposed experience, reliability, and expertise shall be subjective based on the ability of the vendor to perform the requirements stated herein. Therefore, the vendor should present detailed information regarding their experience and reliability, especially as regards to the familiarity with Missouri's library system/landscape and their experience in conducting LSTA Five Year Plan evaluations. The following information should be provided by the vendor in order to assist the State of Missouri in evaluation of the vendor's experience and reliability. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

VENDOR'S REFERENCES	
Company Name:	_____
Contact Name and Title:	_____
City and State:	_____
Telephone Number:	_____
Email Address:	_____
Description of Services Furnished:	_____ _____ _____
Availability of Reference:	_____
Company Name:	_____
Contact Name and Title:	_____
City and State:	_____
Telephone Number:	_____
Email Address:	_____
Description of Services Furnished:	_____ _____ _____
Availability of Reference:	_____

EXHIBIT B (continued)

VENDOR'S EXPERIENCE, RELIABILITY, AND EXPERTISE OF PERSONNEL

PERSONNEL EXPERTISE SUMMARY (Also attach resumes for key personnel)	
Name: _____	_____
Background and Expertise: _____	_____
Name: _____	_____
Background and Expertise: _____	_____
Name: _____	_____
Background and Expertise: _____	_____
Name: _____	_____
Background and Expertise: _____	_____

OTHER INFORMATION

The vendor should address and respond to paragraph 2.8.1 regarding potential conflict of interest:

EXHIBIT C

PROPOSED METHOD OF PERFORMING THE LSTA STUDY

1. The vendor should describe how the vendor will conduct the study for the Missouri State Library:

2. The vendor should address how they will integrate their knowledge and familiarity with the Missouri library system/landscape into their study questions and evaluation:

3. The vendor should address their time-line for performing the study in relationship to requirements stated in section 2.8 herein:

4. The vendor should address details about the vendor’s proposed evaluation plan and methodology (see section 2.4 herein):

5. The vendor should address details about the vendor’s proposed retrospective evaluation:

6. The vendor should address details about the vendor’s proposed process area:

7. The vendor should address details about the vendor’s methodology area:

8. The vendor should address details about the final report:

EXHIBIT C (continued)

PROPOSED METHOD OF PERFORMING THE LSTA STUDY

9. The vendor should provide information about the person/section designated to serve as a single point of contact who will be assigned to the state contract for the duration of the contract period:

Primary Contact Person

Name/Title:

Telephone Number:

Facsimile Number:

E-Mail Address:

EXHIBIT D

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	
<ul style="list-style-type: none"> • 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	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>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.</i>
1.	Product/Service(s) proposed: <hr style="border-top: 1px dashed black;"/> RFQ Paragraph References:
2.	Product/Service(s) proposed: <hr style="border-top: 1px dashed black;"/> RFQ Paragraph References:

EXHIBIT E

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 a 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 F**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE) PREFERENCE**

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Department 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).

STANDARDS:

The following standards shall be used by the Department in determining whether an individual, business, or organization qualifies as an SDVE:

- 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;
- Having a copy of the SDV's Certificate of Release or Discharge from Active Duty [DD Form 214], and a copy of the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or a Department of Defense determination of service connected disability; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If a vendor meets the standards of a qualified SDVE as stated above, and unless previously submitted within the past three (3) years to the Department or to the Office of Administration, Division of Purchasing, the vendor **must** provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference:

- A copy of the SDV's Certificate of Release or Discharge from Active Duty [DD Form 214],
- A copy of the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or a Department of Defense determination of service connected disability, and
- A completed copy of this exhibit.

(NOTE: The SDV's Certificate of Release or Discharge from Active Duty (DD Form 214), and the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or Department of Defense determination of service connected disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

EXHIBIT F (continued)

MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE) PREFERENCE

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed herein pursuant to 1 CSR 40-1.050.

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Enterprise Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business Enterprise

Phone Number

Website Address

Date

E-Mail Address

The SDVE vendor should check the appropriate statement below and, if applicable, provide the requested information.

- No, I have not previously submitted the SDV documents specified herein to the Department or to the Office of Administration, Division of Purchasing and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified herein within the past three (3) years to the Department.
- Yes, I previously submitted the SDV documents specified herein within the past three (3) years to the Office of Administration, Division of Purchasing.

Date SDV Documents were Submitted: _____

Previous **Bid/Contract Number** for Which the SDV Documents were Submitted: _____
(if applicable and known)

(NOTE: If the SDVE and SDV are listed on the Division of Purchasing SDVE database located at <https://oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to the Division of Purchasing within the past three [3] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the Division of Purchasing will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY	
SDV's Documents - Verification Completed By:	
_____ Procurement Officer	_____ Date

EXHIBIT G

**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 https://www.e-verify.gov/ . |
| 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, 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 _____ (RFQ Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the 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 G, 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: <https://www.e-verify.gov/>; 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 G, 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.)

_____	_____
<i>Authorized Representative's Signature</i>	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 G, 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 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** to Which Previous E-Verify Documentation Submitted:

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 H

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Department.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

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

Instructions for Certification

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

EXHIBIT I

MISCELLANEOUS INFORMATION

Executive Order 04-19: If any products and/or services offered under this RFQ are being manufactured or performed at sites outside the United States, the vendor MUST disclose such fact and provide details in the space below or on an attached page.

Are any of the vendor’s proposed products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
If YES, do the proposed products/services satisfy the conditions described in section 4 1., 2., 3., or 4. of Executive Order 04-09? (see the following web link: https://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp)	Yes _____	No _____
If YES, mark the appropriate exemption below, and provide the requested details: ___ 1. Unique good or service. • EXPLAIN: _____ ___ 2. Foreign firm hired to market Missouri services/products to a foreign country. • Identify foreign country: _____ ___ 3. Economic cost factor exists • EXPLAIN: _____ ___ 4. Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. • Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: ___% • Specify what contract work would be performed outside the United States:		

Employee Bidding/Conflict of Interest:

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

EXHIBIT I CONTINUED

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.

<i>Charter Number (if applicable)</i>	<i>Company Name</i>
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:	

Proposed Subcontractors - The vendor should identify any subcontractor(s) proposed to provide any of the services required herein.

Proposed Subcontractor Name and Address	Service Proposed to be Provided by the Proposed Subcontractor

**STATE OF MISSOURI
OFFICE OF THE SECRETARY OF STATE**

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 (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.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the 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://missouribuy.com>.
- 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.
- m. 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.
- n. 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.

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