



If you have any questions, please contact:

Procurement Entity **State of Missouri**
Buyer **LISA LARIVÉE**
Location
Phone
Fax
E-mail **Lisa.Larivee@mdc.mo.gov**



State of Missouri

Missouri Department of Conservation



RESPONSES ARE DUE NO LATER THAN: July 1, 2026, 2:00 p.m. CENTRAL TIME

Date of award through October 1, 2026

Responses are preferred to be submitted electronically via MissouriBUYS, powered by MOVERS. If bid response preference is by US mail, please contact Buyer of Record.

ATTENTION:



1. After reviewing the solicitation, the supplier must complete and return **all necessary exhibits**.
2. Due to lead times for obtaining the information needed to complete the various **Business Compliance Exhibits** herein as explained in the solicitation's Supplier Response Exhibits, suppliers are encouraged to IMMEDIATELY begin securing these verifications.
3. The supplier must be registered in MissouriBUYS, powered by MOVERS) **to be considered for contract award**.

INSTRUCTIONS:

1. From the Table of Contents on the left-hand side of this screen, navigate to the Contract Terms section and click the Download Contract button to review the solicitation terms in its entirety.
2. Navigate to the Lines and Requirements sections to review and download any available attachments.
3. Click Create Response to enter your response.



Table of Contents

1 Overview.....	5
1.1 General Information.....	5
1.2 Schedule.....	5
1.3 Additional Information.....	5
1.4 Solicitation Controls.....	5
1.5 Terms.....	5
2 Requirements.....	6
2.1 Section 1. Organization for the Blind/Sheltered Workshop, and/or Minority Owned Business Enterprise/Women Owned Business Enterprise Participation Commitment.....	6
2.2 Section 2. State of Missouri Tax Compliance.....	6
2.3 Section 3. Secretary of State Registration or Exemption.....	7
2.4 Section 4. Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization....	8
2.5 Section 5. Services Outside the United States.....	8
2.6 Section 6. Employee/Conflict of Interest.....	9
3 Lines.....	10
3.1 Line Information.....	10
3.2 Line Details.....	10
3.2.1 Line 1.....	10
4 Contract Terms.....	10



1 Overview

1.1 General Information

Title **Printing of Guide to Missouri's Common Spiders**
 Synopsis **30,000 copies of a 64 page publication. See Printing Specifications for details.**
 Buyer **LISA LARIVÉE** Outcome **Blanket Purchase Agreement**
 E-Mail **Lisa.Larivee@mdc.mo.gov**

1.2 Schedule

Close Date **07/02/2026 2:00 PM** Open Date **06/18/2026 2:00 PM**
 Time Zone **Central Time**

1.3 Additional Information

Pre-Bid/Pre-Proposal Conference Date and Time **00+00:00**
 Pre-Bid/Pre-Proposal Conference Location
 Tour Date and Time **00+00:00**
 Tour Location
 Tour Contact Name
 Tour Contact Phone #
 Tour Contact Email

1.4 Solicitation Controls

Response Visibility **Sealed**

Lines Settings

Rank Indicator **No indicator displayed**
 Ranking Method **Price only**

1.5 Terms

Agreement Start Date	Agreement End Date
Agreement Amount (USD)	Minimum Release Amount (USD)
Payment Terms Immediate	Freight Terms FOB
Shipping Method	
Solicitation Currency USD (US Dollar)	Price Precision 6



2 Requirements

**Response is required*

2.1 Section 1. Organization for the Blind/Sheltered Workshop, and/or Minority Owned Business Enterprise/Women Owned Business Enterprise Participation Commitment

*1.

Organization for the Blind/Sheltered Workshop

- 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 supplier must either be an Organization for the Blind or a 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 supplier may propose more than one Organization for the Blind/Sheltered Workshop as part of the supplier's total committed participation. However, the services performed or products provided must still meet the requirements noted herein.

Select all that apply:-

- a. Organization for the Blind/Sheltered Workshop
- b. None

Respond to the following requirements if you selected option a. for requirement 1.

*1.a.1. Provide the name of the Organization for the Blind or Sheltered Workshop proposed and the description of products/services to be provided.

Complete and upload the attached Documentation of Intent to Participate.

Attachments:

File Name or URL	Type	Description
Documentation of Intent to Par	File	

Response attachments are required.

2.2 Section 2. State of Missouri Tax Compliance



*1. In accordance with Section 34.040.7, RSMo, the Department is precluded from contracting with a supplier or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in Chapter 144, RSMo.

In order to verify the supplier's State of Missouri tax compliance with the Missouri Department of Revenue (DOR), the supplier must provide a "Vendor No Tax Due" certificate issued by DOR prior to award. By providing the "Vendor No Tax Due" certificate, the supplier is verifying the supplier is either registered to collect sales and/or use tax in Missouri or is not making retail sales of tangible personal property or providing taxable services in Missouri.

The DOR will issue the "Vendor No Tax Due" certificate if the supplier is properly registered to collect and have properly remitted sales and/or use tax or if the supplier is not making retail sales in Missouri.

How to Obtain a "Vendor No Tax Due" Certificate

- A "Vendor No Tax Due" certificate can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency, or does not sell tangible personal property in Missouri.
- If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a "Vendor No Tax Due" certificate can be issued.
- A "Vendor No Tax Due" certificate can be obtained by completing and submitting the Request for Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at <http://dor.mo.gov/forms/943.pdf>. Make sure to select the appropriate "Reason for Request" on page 2 of the form.
- For assistance, call (573) 751-9268 or email taxclearance@dor.mo.gov. Additional information regarding Section 34.040.7, RSMo, is available on the Department of Revenue's website at <http://dor.mo.gov/business/sales>.

NOTE: Make sure to request a "Vendor No Tax Due" certificate as there are other similar tax clearance forms that do not meet this verification requirement. The steps to obtain a "Vendor No Tax Due" certificate is outlined at <https://dor.mo.gov/taxation/business/tax-types/sales-use/hb600.html>.

"Vendor No Tax Due" certificate is attached.

Select one of the following:-

- a. Yes (Response attachments are required)
- b. No

<p>Respond to the following requirements if you selected option b. for requirement 1.</p> <p>*1.b.1. Enter date Form 943 was submitted to DOR.</p> <p>_____</p>
--

2.3 Section 3. Secretary of State Registration or Exemption

*1. In accordance with Section 351.572, RSMo, the supplier must be properly registered with the Missouri Secretary of State or identify how the supplier's business is exempt from registering with the Missouri Secretary of State.

In order to verify the supplier is properly registered with the Missouri Secretary of State, the supplier must either be:



- properly registered with the Missouri Secretary of State at time of bid submission or prior to contract award, or
- must identify how the supplier's business is exempt from registering with the Missouri Secretary of State.

NOTE: For any questions regarding Secretary of State registration, suppliers should go to <https://www.sos.mo.gov/business/startBusiness.asp> or call 866-223-6535, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding state holidays.

Complete and upload the attached exhibit and enter "Complete" in the text box below.

Attachments:

File Name or URL	Type	Description
Secretary of State Registration	File	

Response attachments are optional.

2.4 Section 4. Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization

- *1. Pursuant to section 285.530, RSMo, if the supplier meets the section 285.525, RSMo, definition of a "business entity" ([Section: 285.0525 Definitions. RSMO 285.525](#)), the supplier must affirm the supplier'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 supplier should complete applicable portions of the Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions must be submitted prior to an award of a contract.

If completed portions of documentation are available, upload documentation and enter "Completed" in the field below.

If completed portions of documentation are not yet available, enter "Pending" in the field below.

Attachments:

File Name or URL	Type	Description
Business Entity Certification,	File	

Response attachments are optional.

2.5 Section 5. Services Outside the United States

- *1. Complete and upload the attached exhibit and enter "Complete" in the text box below.

Attachments:

File Name or URL	Type	Description
Executive Order 04-09.docx	File	



Response attachments are required.

2.6 Section 6. Employee/Conflict of Interest

*1. Complete and upload the attached exhibit and enter "Complete" in the text box below.

Attachments:

File Name or URL	Type	Description
Employee Conflict of Interest.	File	

Response attachments are required.



3 Lines

Instructions The supplier shall provide a price for each of the following for providing the goods required in accordance with the provisions and requirements stated herein. The supplier shall provide firm, fixed prices for the original contract period. All costs associated with providing the required services, including freight, shall be included in the stated price(s).

3.1 Line Information

Line	Estimated Quantity	UOM	Response Price	Line Amount	Response Minimum Release Amount
1-Printing of Guide to Missouri's Common Spiders	30,000	EAC H			

3.2 Line Details

3.2.1 Line 1 Printing of Guide to Missouri's Common Spiders

Category Name **82121500 - PRINTING**

Item Revision

Allow Alternate Lines **No**

Target Minimum Release Amount (USD)

Start Price (USD)

4 Contract Terms

Contract Terms and Conditions

Purpose	13
Titles	13
Background and Historical Usage Information	13
State Expenditures	13
IFB Questions	13
Scope of Work	15
General Requirements	15
Contractor's Obligation	15
Use of Subcontractors	15
Assignment of Contract	15
Amendments	15
Applicable Laws	15
Contractor's Qualifications	15
Printing Specifications	15
Contractor Sample Assurance	17
Substitutions	17
Replacement of Damaged Product	17
Delivery Requirements	17
Invoicing and Payment Requirements	17
Terms and Conditions	19
Applicable Laws and Regulations	19
Non-Discrimination and Affirmative Action	19
Americans with Disabilities Act	19
Authorized Personnel/E-Verify	19
Business Registration	19
Elected or Appointed Officials and Employees	19
Indemnification	20
Legal Proceedings	20
Invoicing and Payment	20
Non-Appropriation of Funds	20
Work Outside the United States	20
Open Records	20
Protests	20
Records Access	20
State Preferences	21
Taxes	21
General Contractual Requirements	22
Contract	22
Governance	22
Supplier's Response Binding	22
Notice of Award	22
Contract Amendment	22
Contract Period	22
Contract Pricing	22
Termination for Convenience	22
Cancellation for Breach of Contract	23
Contract Assignment	23
Contractor Liability	23
Insurance	24
Single Point of Contact and Responsibility	24
Contractor Status	24

Subcontractors	24
Participation by Other Organizations	25
Substitution of Personnel	25
Coordination	25
Property of State	26
Inventions, Patents, and Copyrights	26
Confidentiality and Security Documents	26
Force Majeure	26
Actions, Suits, or Proceedings	26
Conflict of Interest	27
Remedies and Rights	27
Communications and Notices	27
Survivability of Terms	27
Supplier Submission, Evaluation, and Award Information	28
Bid Submission Overview	28
Preparation of Bid	28
Compliance with Requirements, Terms, and Conditions	29
Foreign Suppliers	30
Solicitation Response Submission Options	30
Hard Copy Submission of Solicitation Response	30
On-Line Submission of Solicitation Response	30
Bid Opening	32
Award Determination	32
Evaluation Process	32
Compliance Review	33
Business Compliance Requirements	33
Clarifications and Corrections	35
The Domestic Products Procurement Act	35
Organization for the Blind and Sheltered Workshop Participation Prerequisites	35

Purpose

This document constitutes an invitation for competitive bids for the Missouri Department of Conservation (hereinafter referred to as "Department") in accordance with the requirements and provisions stated herein.

Titles

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

Background and Historical Usage Information

The Missouri Department of Conservation's mission is to protect and manage the fish, forest, and wildlife resources of the state, to serve the public and facilitate their participation in resource management activities, and to provide opportunities for all citizens to use, enjoy and learn about fish, forest, and wildlife resources.

State Expenditures

1. Accuracy of Background Information

Although an attempt has been made to provide accurate and up-to-date information, the Department does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Invitation for Bid.

IFB Questions

1. Buyer is Single Point of Contact for Solicitation

The supplier and the supplier's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the IFB, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this IFB. Suppliers and their agents who have questions regarding this matter should contact the buyer. It is preferred that questions be emailed to the buyer.

- a. Except as noted herein, suppliers and their agents are instructed not to contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Suppliers can be sanctioned for unauthorized contact with any evaluator under 1 Code of State Regulations (CSR) 40-1.060(8)(G) and (H) available at

2. Supplier is Responsible for Asking Questions Regarding the IFB

It is the supplier's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the supplier 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 supplier's ability to submit a bid.

3. Supplier Questions Deadline

All questions and issues should be submitted at least five (5) business days prior to the return date of the bid. If not received prior to five (5) business days before the bid return date, the Department may not be able to fully research and consider the respective questions or issues.

4. Department's Response to Supplier Questions

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 IFB amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for IFB amendment. All suppliers will be advised of any change to the IFB's language, specifications, or requirements by a formal amendment to the IFB. There will be no posted written records of the questions/communications (i.e., formal question/answer document).

5. IFB is Department's Only Official Position

The only official position of the Department shall be that which is contained in the IFB and any amendments thereto.

Scope of Work

General Requirements

The contractor shall provide printed materials in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.

Contractor's Obligation

Unless otherwise specified herein, the contractor shall provide all tools, equipment, materials, labor, supervision, and supplies necessary to perform the services herein.

Use of Subcontractors

The contractor shall not engage or use the services of subcontractors in performing the contract unless the contractor obtains prior written approval from the Department. Any subcontractors used in conjunction with this agreement shall be bound to the same requirements placed on the contractor.

Assignment of Contract

This contract may not be assigned in whole or in part by the contractor without written consent of the Department.

Amendments

The contractor shall agree that this agreement shall not be amended or modified except in writing and signed by all parties of the original agreement.

Applicable Laws

The contractor agrees to comply with all applicable laws of the State of Missouri.

This contract shall be interpreted in accordance with the laws of the State of Missouri. It is mutually agreed that the venue for any cause of action regarding this contract shall be the Circuit Court of Cole County, Jefferson City, Missouri.

Contractor's Qualifications

Contractor's printing facility must be located within the continental United States.

Printing Specifications

1. **Quantity:** 30,000

2. **Overruns:** Unless indicated otherwise in the specifications, the Department will accept overruns up to 5 percent of the original quantity requested. However, payment on the overrun will be based upon the following schedule:

1% overrun and less	100% of the per unit price
2% overrun and less	95% of the per unit price
3% overrun and less	90% of the per unit price
4% overrun and less	85% of the per unit price

5% overrun and less

80% of the per unit price

3. **Number of Pages:** 64 pages; self-cover
4. **Size:** 5.5" wide by 8" high
5. **Folding/Binding:** Folded to 5-1/2" x 8" and saddle-stitched along the 8" side.
6. **Composition:** Printer to receive print-ready PDFs. Printer responsible for trapping that exceeds InDesign's default.
7. **Paper Stock:** 80lb. white gloss text
8. **Ink/Bleeds:** Four-color process on both sides with full bleeds throughout.
9. **Proofs:** Vendor will provide one set of digital proofs or instructions for online proofing, emailed to amanda.degraffenreid@mdc.mo.gov
10. **Press Run:** No press check by an agency representative will be required on this job.
11. **Packaging/Labeling:** Job is to be packed in new cartons not to exceed 35 lbs. Cartons must have a minimum bursting weight of 200 lbs. for free pubs or 250 lbs. for for-sale pubs. Each carton is to contain an equal number of items, and all cartons *must* be packed full of padding or no dead air so that the cartons can be stacked without crushing. It also is imperative that the words "**MO Common Spiders E00455 PR 07/26**" and the quantity in each box be printed in bold, 1-inch-tall characters on two opposite sides or ends of each carton. Shipping cartons may have no other printed matter on the outside of the carton. Pallets upon which cartons are stacked must not exceed 1,600 pounds per filled pallet and must be between 40" to 48" in width and 46" to 50" in length with a lift clearance of 4 to 6 feet. Boxes must be stacked on a pallet so as not to exceed 4 feet in total height and must be securely wrapped or bound to avoid spillage. Failing to comply with packaging/labeling specifications will result in the shipment being returned at Contractor's expense to be repackaged or a mandatory monetary deduction of twelve (12) percent of the total bill.
12. **General:** Poor quality printing, folding, and/or binding will be sufficient reason for the Department to reject all or any part of the completed printing. The deduction for rejected items will be prorated proportionate to the total bid price.
13. **Production Time Frame:** Booklets shall be completed and delivered to the Department within twenty (20) business days of receipt of materials from the Department.

14. **Delivery:** Job is to be delivered at Contractor's expense to Dock 4 at the Department of Conservation, 230 Commerce Drive, Suite 301, Jefferson City, MO 65109. Contractor will notify Amanda DeGraffenreid at 573-522-4115, ext. 3872 prior to shipment of job. Boxes must be delivered between the hours of 8:00 a.m. and 12:00 p.m. or 1:00 p.m. and 4:30 p.m. Monday through Friday, except state holidays. All bids are subject to the stated delivery schedule and strict compliance will be required.

Contractor Sample Assurance

The contractor shall provide products that conform to all mandatory specifications, terms, conditions, and requirements stated herein. Furthermore, the contractor shall provide the Department with the same product that was submitted, and which passed sample-testing as part of the bid evaluation.

Substitutions

The contractor shall not substitute any items that have been awarded to the contractor without the prior written approval of the Department.

- a. In the event an item becomes unavailable, the contractor shall provide a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.
- b. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the Department reserves the right to allow the substitution of any new or different product offered by the contractor. The Department shall be the final authority as to acceptability of any proposed substitution.
- c. Any item substitution shall require a formal contract amendment authorized by the Department prior to the Department acquiring the substitute item under the contract.
- d. The Department may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the Department. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

Replacement of Damaged Product

The contractor shall repair or replace any item or components received in damaged condition at no cost to the Department. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

Delivery Requirements

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

Invoicing and Payment Requirements

The contractor shall be paid in accordance with the firm, fixed price stated on the Pricing Page after acceptance of goods by the Department.

1. Invoicing

The contractor shall submit to the Department an itemized invoice for goods upon completion and acceptance of the Department's scope of work.

- a. Invoices shall be emailed to: amanda.degraffenreid@mdc.mo.gov
- b. The contractor shall use uniquely identifiable invoice numbers to distinguish an invoice

from a previously submitted invoice and shall include on the invoice the remittance address listed in the contractor's MissouriBUYS, powered by MOVERS supplier registration. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.

- c. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and should be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- d. The contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.

2. **Payment**

3. Payments are due upon receipt of a valid invoice, payable in thirty (30) calendar days. All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in section 34.055, RSMo.
4. The Department does not pay state or federal taxes unless otherwise required under law or regulation.
5. The Department 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 Department's rejection and shall be returned at the contractor's expense.
6. The Department will not pay for a software component until the initiation of the implementation of that software component.
7. 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>.

3. **Liquidated Damages**

The contractor shall be assessed liquidated damages in the amount of \$100 per day for each such delinquent day until completed per the contract specifications. The Department will recognize that delays could be caused by weather and will grant a day extension for day caused by weather delay(s). The contractor shall coordinate with the Department representative for approval of an acceptable weather delay.

- a. The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.
- b. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- c. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the Department and shall be in addition to, not in lieu of, the rights of the Department to pursue other appropriate remedies.

Terms and Conditions

Applicable Laws and Regulations

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

Non-Discrimination and Affirmative Action

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

Americans with Disabilities Act

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA), ADA is 42 U.S.C. section 1201, et seq.

Authorized Personnel/E-Verify

- a. For work performed under the contract, the contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws, including section 285.530, RSMo and Executive Order 07-13. If the contractor employs personnel not authorized to work in the United States, the Department shall have the right to cancel the contract immediately without penalty or recourse, and to pursue any other remedies permitted by the contract or by applicable state or federal law.
- b. Prior to the performance of any services, a contractor meeting the definition of a business entity in section 285.525, RSMo, shall maintain enrollment and participation in the E-Verify Federal work authorization program with respect to the employees hired after enrollment in the program for 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 enroll and participate in the E-Verify program.
- c. The contractor shall only be required to provide the affidavits required in section 285.530.2, RSMo, to the Department on an annual basis.
- d. The contractor shall ensure that its subcontractors comply with section 285.530, RSMo.

Business Registration

The contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

Elected or Appointed Officials and Employees

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

Indemnification

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

Legal Proceedings

- a. For any legal action or other proceedings, per section 27.050 and section 27.060, RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the solicitation or resulting contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.
- b. The contractor and the Department agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.
- c. The Department does not agree to any arbitration. The Department does not voluntarily agree to the payment of attorneys' fees. The Department may, but is not required to, mediate any dispute arising under the contract, and any vendor provisions requiring mediation or dispute resolution processes shall not be binding upon the Department.

Invoicing and Payment

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

Non-Appropriation of Funds

The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the Department for any period in which funds have not been appropriated, have been withheld, or have been restricted, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).

Work Outside the United States

Unless work outside the United States is prohibited by the solicitation, any work performed outside of the United States for the contract must comply with Executive Order 04-09.

Open Records

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

Protests

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

Records Access

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

State Preferences

If the contractor's awarded bid included state preferences, the contractor must comply with the rules applicable to those preferences including:

- a. Section 34.070 and section 34.073 RSMo for Missouri business preferences;
- b. Section 34.074 RSMo and 1 CSR 40-1.050 for Service Disabled Veteran Enterprises;
- c. Section 34.165 RSMo and 1 CSR 40-1.050 for Organizations for the Blind/Sheltered Workshops;
- d. Section 34.350 to 34.359 RSMo for the Missouri Domestic Products Procurement Act.

Taxes

The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax. No contract shall be awarded to a vendor that does not meet the conditions of section 34.040.7, RSMo.

General Contractual Requirements

Contract

A binding contract shall consist of the following documents:

- a. the most current version of the solicitation document (including all Exhibits and Attachments) as amended by: solicitation amendment(s) issued prior to bid closing, and contract amendment(s);
- b. the most current version of the contractor's bid, Department-requested clarification responses, and contract amendment responses, and the contractor's documentation; and
- c. the Department's acceptance of the response (bid) by "notice of award".

Governance

- a. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- b. The contractor further agrees that the language of the solicitation shall govern in the event of a conflict with the contractor's response.

Supplier's Response Binding

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

Notice of Award

A Notice of Award issued by the Department 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 Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.

Contract Amendment

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

Contract Period

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

Contract Pricing

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

Termination for Convenience

The Department reserves the right to terminate the contract at any time, for the convenience of the Department, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and supplies delivered to and accepted by the

Department pursuant to the contract prior to the effective date of termination. The Department shall determine the value of any work in process, but not completed and accepted by the Department, based on the work products created and agreed to by both parties

Cancellation for Breach 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. As specified by the Department, the actual cure must be completed within no more than ten (10) state business days from notification, or at a minimum the contractor must provide the Department within ten (10) state business 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 Department for any period in which funds have not been appropriated or where the funds are withheld by the governor, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations or due to the governor's withholding.

Contract Assignment

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

Contractor Liability

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

- a. The contractor also agrees to hold the Department, including its 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 Department, including its employees and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the Department for losses or damages (other than those listed above); (2) loss of, or damage to, the Department'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.

Insurance

The contractor shall understand and agree that the Department 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 Department, 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 Department 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 Department is protected as an additional insured. In the event any insurance coverage is cancelled, the Department must be notified at least thirty (30) calendar days prior to such cancellation.

Single Point of Contact and Responsibility

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

Contractor Status

The contractor shall be considered an independent contractor and shall not represent itself, its employees, or its subcontractors to be employees of the Department. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

Subcontractors

- a. The contractor shall assume and be solely responsible for fulfillment of all contractual obligations and all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall understand and agree that utilization of a subcontractor to provide any of the services in the contract shall not relieve the contractor of the responsibility for providing the services specified herein. The contractor shall coordinate activities with the contractor's subcontractors. The Department will coordinate activities between the contractor and third-party vendors provided by the Department.
- c. Except in cases where the Department's actions are the cause of a subcontractor claim, the contractor must ensure that the Department is indemnified, saved, and held harmless from all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters to the same extent the contractor indemnifies the state as described in the contract between the Department and the contractor.
- d. The contractor must notify the Department upon establishing any new subcontracting arrangements related to the products and/or services provided to the Department as a result of the contract.
- e. 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:
 - The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - 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.

Participation by Other Organizations

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

- 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 response. If the contractor's payments to the participating entities are less than the amount committed, the Department may cancel the contract and/or suspend or debar the contractor from participating in future Department 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 response.
 - The contractor must obtain the written approval of the Department for any new entities. This approval shall not be arbitrarily withheld.
 - If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Department detailing all efforts made to secure a replacement. The Department shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. No later than thirty (30) calendar days after the contract's expiration date, the contractor must submit an affidavit to the Department. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at <https://purch.oa.mo.gov/vendor-information> or another affidavit providing the same information.

Substitution of Personnel

The contractor agrees and understands that the Department's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the solicitation. Therefore, the contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the bid must be with individual(s) of equal or better qualifications than originally proposed.

Coordination

The contractor shall fully coordinate all contract activities with those activities of the 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.

Property of State

- a. 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 Department. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the Department.
- b. The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the Department.

Inventions, Patents, and Copyrights

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.

Confidentiality and Security Documents

- a. Neither party shall disclose or use any confidential information of the other party, except as reasonably necessary to perform its obligations or to exercise its rights pursuant to the contract or with the other party's prior written permission.
- b. If required by the Department, the contractor must sign specific documents regarding confidentiality, security, or other similar documents that align with the confidentiality and security terms in the contract upon request, concerning the services provided for in the contract, and are consistent with the terms of the contract. The contractor shall have the opportunity to review, discuss, and approve the documents the contractor must sign prior to signature. The contractor shall ensure that its personnel, its subcontractors, and its subcontractors' personnel adhere to the confidentiality and security required by the contract. Failure of the contractor to sign such documents absent a good faith basis may be considered a breach of contract and subject to the cancellation provisions of this document.

Force Majeure

Neither the Department nor the contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond the Department's or contractor's reasonable control. Both parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default. Any party must give written notice of any Force Majeure event to the other party within a reasonable time period after its occurrence in order to receive the liability protections of this paragraph.

Actions, Suits, or Proceedings

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

Conflict of Interest

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

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the Department of any existing or future contractual right and/or contractual remedy available by law in the event of any claim by the Department of the contractor's default or breach of contract.
- b. The contractor understands and agrees that the contract shall constitute an assignment by the contractor to the Department 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 Department.
- c. The contractor understands and agrees that the Department reserves the right to consider the contractor's failure to perform requirements and commitments specified in the contract in future procurement evaluations.

Communications and Notices

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

Survivability of Terms

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

Supplier Submission, Evaluation, and Award Information

Bid Submission Overview

- a. Suppliers must examine the entire solicitation carefully. Failure to do so shall be at the supplier's risk.
- b. Suppliers and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the solicitation, evaluation, etc., to the buyer of record indicated in the solicitation. It is preferred that questions be emailed to the buyer.
- c. It is the supplier's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the supplier believes that any provisions are: (1) ambiguous, (2) contradictory or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the supplier's ability to submit a response. Likewise, if the solicitation lacks needed clarity and will otherwise necessitate the inclusion of supplier assumptions, supplier should request an amendment to the solicitation prior to the end date and time to identify needed information.
- d. All responses must (1) be submitted by a duly authorized representative of the supplier's organization, (2) contain all information required by the solicitation, and (3) be priced as required.
- e. By submitting a response, the supplier agrees to furnish the equipment, supplies and/or services specified in the solicitation, at the prices quoted, pursuant to all requirements and specifications contained therein.
- f. Responses, including all prices therein, shall remain valid for ninety (90) calendar days from bid opening. If the bid is accepted and awarded, the entire response, including all prices, shall be firm for the specified contract period.
- g. All equipment and supplies offered in a response must be new, of current production, and available for marketing by the manufacturer unless the solicitation clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- h. The Department reserves the right to officially amend or cancel a solicitation after issuance.

Preparation of Bid

1. Business Compliance Pre-Work

Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits explained in the evaluation process section herein, suppliers are encouraged to IMMEDIATELY begin securing these verifications when preparing a bid response.

2. Supplier Response Exhibits

The supplier must submit properly completed exhibits with their response. Each exhibit includes instructions outlining the information to be provided in response to the exhibit. Suppliers do not need to return the solicitation Sections or Attachments contained herein with their response.

3. Bid Preparation Costs

Any and all costs incurred by the supplier in preparing or submitting a response shall be the supplier's sole responsibility whether or not any award results from this solicitation. The Department shall not reimburse such costs.

4. Bid Page Numbering

The response should be page numbered.

5. Bid Font

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

6. Embedded Files, Hyperlinks, and Video Clips

The supplier should not include embedded files, hyperlinks, or video clips within their response to the solicitation. In the event the supplier provides embedded files, hyperlinks, or video clips, the supplier shall understand the Department is not obligated to consider such information in the evaluation of the supplier's response.

7. Completeness of Bid

It is the supplier's sole responsibility to submit complete and clear information in their bid response. The Department is under no obligation to solicit such information if it is not included in the supplier's response. The supplier's failure to submit such information may cause an adverse impact on the evaluation of their bid. Information not relevant to the requirements herein and to explaining the supplier's proposed solution should be excluded from the supplier's response.

Compliance with Requirements, Terms, and Conditions

- a. Non-compliant bids shall be ineligible for award pursuant to 1 CSR 40-1.050(21) which, in part, states, "(21) Awards are to be made to the bidder/offeror whose bid/proposal complies with— (A) All mandatory specifications and requirements of the bid/proposal." Therefore, taking exception to mandatory provisions of the IFB shall place the supplier at risk for being non-responsive and ineligible for award.
- b. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- Exceptions to mandatory provisions of the solicitation place the supplier at risk for being non-responsive and ineligible for award.
- c. The supplier is cautioned when submitting pre-printed terms and conditions or other types of material to ensure such documents do not contain terms and conditions that conflict with those of the solicitation and its contractual requirements.
- d. In the event that the supplier is an agency of state, local, or federal government or political subdivision which is prohibited by law or court decision from complying with certain provisions of a solicitation, such a supplier may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The supplier should include a complete list of statutory references and citations for each provision of the solicitation, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by the Department or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the 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 solicitation.
- e. Unless otherwise specifically stated in the solicitation, 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 supplier may otherwise offer any brand which meets or exceeds the specification for any item, but state the manufacturer's name and model number for any such brands in the bid. In addition, the supplier 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 lacking any indication of intent to offer an alternate brand or to take an exception shall be considered as the supplier's commitment to complete compliance with the specifications and requirements as listed in the solicitation.

- f. In the event all suppliers fail to meet the same mandatory requirement in a solicitation, the Department reserves the right, at its sole discretion, to waive that requirement for all suppliers and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual response.

Foreign Suppliers

Foreign suppliers who do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must complete the appropriate IRS W-8 form () and must attach this completed and signed form when registering on the MissouriBUYS, powered by MOVERS, website.

- a. When submitting a response, the suppliers who do not have an IRS Employer Identification Number should attach a note to the front page of their response advising the Department if: (1) a completed and signed W-8 form is included with the response or (2) a completed and signed W-8 form is attached to their supplier registration profile on the MissouriBUYS, powered by MOVERS, website.
- b. Foreign suppliers that have an IRS Employer Identification Number may register as a supplier on the MissouriBUYS, powered by MOVERS, website by using the IRS Employer Identification Number assigned to their company and attaching a completed and signed IRS W-9 form to their supplier registration profile. (Note: Attaching a completed and signed IRS W-8 form is not necessary.)

Solicitation Response Submission Options

Suppliers have the option of submitting their bid either as an electronic response or as a hard copy response. Both methods of submission are explained briefly below.

Hard Copy Submission of Solicitation Response

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

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

On-Line Submission of Solicitation Response

In order for the supplier to submit their bid in MissouriBUYS, powered by MOVERS, the supplier must be registered in MissouriBUYS, powered by MOVERS.

- a. The registered supplier may submit their sealed bid electronically through MissouriBUYS, powered by MOVERS. All bids must (1) be submitted by a duly authorized representative of the supplier's organization, (2) contain all information required by the solicitation, and (3) be priced as required. Unless the solicitation specifies otherwise, no other means of bid submission, modification, or retraction or withdrawal shall be allowed.
- Registered suppliers may submit their bid electronically through MissouriBUYS, powered by MOVERS by completing the applicable on-line pricing and by completing, attaching, and submitting all completed Supplier Response Exhibits and all other contents of their

bid. The registered supplier is instructed to review the submission provisions carefully to ensure they are providing all required pricing. Instructions on how a registered supplier responds to a bid on-line are available on the MissouriBUYS, powered by MOVERS system website at:

- The exhibits and forms provided herein should be saved into a word processing document, completed by a registered supplier, and then sent as an attachment to the electronic submission in MissouriBUYS, powered by MOVERS. Other information requested or required may be sent as an attachment in MissouriBUYS, powered by MOVERS. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments. All of the supplier's bid attachments should be searchable.
 - In the event the registered supplier attaches information with their bid that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their response must be attached as a separate document and must be clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The supplier's failure to follow these instructions shall relieve the Department of any obligation to preserve the confidentiality of the documents.
- b. The supplier is solely responsible for ensuring timely submission of their electronic solicitation response. Failure to allow adequate time prior to the bid end date and time to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the supplier and their response at risk of not being accepted on time.
 - c. If a registered supplier submits multiple responses in MissouriBUYS, powered by MOVERS, and if such responses are not identical, the supplier should explain which response is valid or if both responses are valid as alternative responses. In the absence of an explanation, the Department shall consider the response which serves its best interest to be valid.
 - d. To ensure software compatibility with the MissouriBUYS, powered by MOVERS system, the supplier should submit the bid attachments in Microsoft Word, Microsoft Excel, or Adobe PDF. The supplier should use the Microsoft Edge web browser when submitting their bid response in MissouriBUYS, powered by MOVERS. A supplier's failure to follow these instructions and instead use a different application or method for completion and submission of attachments could render some or all of the supplier's response to be unreadable which could negatively impact the evaluation of the supplier's response.
- If supplier technical assistance is needed when submitting a bid response, contact the buyer of record.
- e. Bids may be modified or retracted on-line in MissouriBUYS, powered by MOVERS prior to the official end date and time. Other methods to request to modify or withdraw a bid prior to the official end date and time shall not be honored.
 - f. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the supplier to the Department. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the supplier.
 - g. It shall be the sole responsibility of the supplier to monitor MissouriBUYS, powered by MOVERS to obtain a copy of the solicitation amendment(s). Registered suppliers who received email notification of the bid opportunity when the solicitation was established and registered suppliers who have responded to the solicitation on-line prior to an amendment being issued should receive email notification of the amendment(s). Registered suppliers who received email notification of the bid opportunity when the solicitation was established and registered suppliers who have responded to the bid on-line prior to a cancellation being issued should receive email notification of a cancellation issued prior to the bid end date and time specified in the solicitation. If the solicitation is cancelled after the bid end date and time specified in the solicitation, the buyer of record will send email notification to all suppliers that responded to the solicitation informing them of the cancellation of the solicitation.

Bid Opening

Bid openings are public on the end date and at the opening time specified in the solicitation.

1. Late Bid

Bids which are not received prior to the official bid end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened and considered under extraordinary circumstances in accordance with 1 CSR 40-1.050.

Award Determination

- a. A contract shall be awarded to the lowest and best bid.
- b. Award shall be made to the supplier whose bid (1) complies with all mandatory specifications and requirements of the solicitation and (2) is the lowest and best bid, considering price, responsibility of the supplier, and all other evaluation criteria specified herein, and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- c. Any award of a contract shall be made by notification from the Department to the successful supplier. The final determination of contract award shall be made by the Department.
- d. 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.
- e. After a contract is executed or all bids are rejected, all bids are uploaded for public viewing at on the MissouriBUYS, powered by MOVERS website.

Evaluation Process

In order to complete the award identified herein, the Department will follow the evaluation process identified herein to determine the lowest and best supplier.

1. Evaluation of Cost

- a. The supplier must provide pricing for all line items as required, All pricing shall be quoted FOB destination, Freight Prepaid and Allowed.
- b. The cost evaluation shall be based on a total cost determined by multiplying the unit prices quoted for the Pricing Page, by the respective quantities stated herein, for the contract period, then adding the results of the calculations to determine a total cost.
- c. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Supplier's Price}}{\text{Compared Supplier's Prices}} \times \text{Maximum Cost}$$
Evaluation Points 200 = Assigned Cost Points

- d. If the unit of measure specified on the herein is different than the manner in which the supplier offers that item, the supplier must clearly identify the unit of measure being proposed in their response. The supplier should show all mathematical conversions and must provide the mathematical conversion upon specific request from the buyer.
- In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded.
 - The supplier should contact the buyer **prior to** submission of their bid to discuss

- anticipated unit modifications.
- The supplier is cautioned that the Department 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.
- e. The supplier shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The Department makes no guarantee regarding the accuracy of the quantities stated nor does the Department intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.
- f. The cost evaluation shall include all mandatory requirements. However, the Department reserves the right to evaluate optional items, if deemed necessary.

Compliance Review

Each bid submitted in response to the solicitation will be reviewed for compliance with the mandatory requirements stated herein. The supplier shall understand the Department will not award a contract to a supplier with a non-responsive (non-compliant) bid.

- a. A bid which contains non-responsiveness issues, shall be considered unacceptable and eliminated from further consideration in the evaluation.
- b. In the event only one bid is received, the Department reserves the right to review the bid to determine if the supplier is responsive, responsible, and reliable and is therefore eligible for award in lieu of conducting an assessment of the bid in accordance with the evaluation criteria identified herein. Such determination shall be based upon information submitted in the bid.
- c. The Department reserves the right to reject any and all bids.
- d. The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by suppliers, or any other anticompetitive conduct by suppliers which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

Business Compliance Requirements

- a. Due to lead times for obtaining the information needed to complete the Business Compliance exhibits, suppliers are encouraged to IMMEDIATELY begin securing these verifications when preparing a bid. In order to be considered eligible for award of a contract, the supplier must be in compliance with the laws regarding conducting business in the state of Missouri and provide the applicable documentation prior to the award of a contract. Supplier's failure to complete the pre-work necessary for submission of completed business compliance exhibits identified below prior to submission of their bid may result in a non-compliance determination of their bid response. In order to verify the supplier's compliance, the Department will review the supplier's response to the following Business Compliance Exhibits.
- b. Each bid submitted in response the solicitation will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

1. State of Missouri Tax Compliance

In accordance with section 34.040.7 RSMo, the supplier must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a "Vendor No Tax Due" certificate if the supplier is properly registered to collect and have properly remitted sales and/or use tax, or if the supplier is not making retail sales in Missouri.

2. Registration of Business Name with the Missouri Secretary of State

In accordance with section 351.572, RSMo, the supplier must obtain a certification of authority from be properly registered with the Missouri Secretary of State or identify how the supplier's business is exempt from registering with the Missouri Secretary of State.

3. Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization

Pursuant to section 285.530, RSMo, if the supplier meets the section 285.525, RSMo, definition of a "business entity" (), the supplier must affirm the supplier'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 supplier should complete applicable portions of the Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization Exhibit.

4. Anti-Discrimination Against Israel Act Certification

Pursuant to section 34.600, RSMo, if the supplier meets the section 34.600, RSMo, definition of a "company" () and the supplier has ten (10) or more employees, the supplier must certify in writing that the supplier is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract.

5. Services Outside the United States

If any services offered under this solicitation are being performed at sites outside the United States, the supplier must disclose such fact and provide details with the bid.

6. Federal Funding Unique Identity ID

The supplier must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The supplier should provide its Unique Identity ID number on the Federal Funding Unique Identity ID Exhibit.

7. Federal Funding Accountability and Transparency Act (FFATA)

In order to assist the Department in complying with its reporting requirements under FFATA, the supplier must fully complete and submit the FFATA Data Form Exhibit.

8. General Business Compliance

The supplier must be in compliance with the laws regarding conducting business in the state of Missouri. The supplier certifies by acceptance of the original solicitation and any amendment(s) that the supplier and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the successful supplier shall remain in compliance with such laws for the duration of the resulting contract. The supplier 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. Taxes (e.g., city/county/state/federal)
- b. State and local certifications (e.g., professions/occupations/activities)
- c. Licenses and permits (e.g., city/county license, sales permits)
- d. Insurance (e.g., worker's compensation/unemployment compensation)

Clarifications and Corrections

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

- a. The Department reserves the right to request clarification of any portion of the supplier's response in order to verify the intent of the supplier. The supplier is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The Domestic Products Procurement Act

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

- a. Suppliers who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over suppliers whose products do not qualify.
- b. The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.
- c. If the supplier claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.
- d. If the lowest priced supplier qualifies as American-made or in the event all of the suppliers or none of the suppliers qualify for the Buy American preference, no further calculation is necessary. In the event the lowest priced supplier does not qualify for the Buy American Preference but other suppliers do qualify, then the low supplier's price(s) is increased by 10% for those items not eligible for the Buy American Preference.

Organization for the Blind and Sheltered Workshop Participation Prerequisites

- a. In order for the Department to meet the provisions of section 34.165, RSMo and 1 CSR 40-1.050, the supplier should secure participation of qualified nonprofit organizations for the blind or sheltered workshops in providing the products/services required in this IFB. 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 suppliers 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.
- b. 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 supplier must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - The services performed or the products provided by the listed participating organizations must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the listed participating

organizations are utilized, to any extent, in the supplier'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.

1. Evaluation of Supplier's Blind/Sheltered Workshop Participation Points

- a. 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 (\$5,000.00) of the total contract value of bids for purchases not exceeding ten (10) million dollars (\$10,000,000.00).
- 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 supplier's response lists a dollar figure that is over the minimum amount, the dollar figure shall be converted into the percentage of the supplier's total contract value for calculation of the awarded points. Commitments at or above six percent (6%) receive the maximum of fifteen (15) points.

- b. If the supplier 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 supplier must provide the requested information with the bid.

2. Blind or Sheltered Workshop Commitment

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