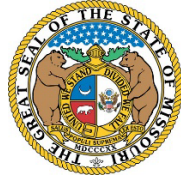


State of Missouri
Office of Administration, Division of Purchasing



**Request for Proposal (RFP) for
MOST 529 Consulting Services**

SOLICITATION NO.:	STATE PURCHASE-FY25-0266-SL
SOLICITATION ISSUED ON BEHALF OF:	Missouri State Treasurer's Office
ISSUE DATE:	4/29/25
CONTRACT PERIOD:	Effective Date of Contract through One Year
REQUISITION NO.:	RH052500065

PROPOSAL DUE NO LATER THAN: 5/28/25 AT 2:00 PM CENTRAL TIME

Proposal response must be submitted electronically through MissouriBUYS, powered by MOVERS, at <https://missouribuy.mo.gov>.

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

RFP CONTACT INFORMATION:

BUYER: Julie Kleffner

PHONE NO.: (573) 751-1689

EMAIL: Julie.Kleffner@oa.mo.gov

See "RFP Questions" in Section 1 for appropriate communications during the procurement process.

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

Missouri State Treasurer's Office
301 West High St. Suite 780,
Jefferson City, MO 65101

ATTENTION:

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

RFP Organization:

RFP Sections	Section 1	Introduction and Background Information Section
	Section 2	Scope of Work Section
	Section 3	Terms and Conditions Section
	Section 4	General Contractual Requirements Section
	Section 5	Vendor Submission, Evaluation, and Award Information Section
RFP Vendor Response Exhibits (Return these exhibits with the	Exhibit A	Proposal Signature Page
	Exhibit B	Proposal Submittal Checklist
	Exhibit C	Pricing Page
	Exhibit D	Technical Proposal – Experience of Organization and Past Performance
	Exhibit E	Technical Proposal – Team Qualifications
	Exhibit F	Technical Proposal – Methodology, Approach, and Work Plan
	Exhibit G	Participation Commitment
	Exhibit H	Documentation of Intent to Participate
	BUSINESS COMPLIANCE EXHIBITS	
	Exhibit I	State of Missouri Tax Compliance
	Exhibit J	Registration of Business Name with the Missouri Secretary of State
	Exhibit K	Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
	Exhibit L	Services Outside the United States
	Exhibit M	Employee/Conflict of Interest

1. INTRODUCTION AND BACKGROUND INFORMATION SECTION

1.1 Introduction:

- 1.1.1 Purpose: This document constitutes a request for competitive, sealed proposals for the provision of consulting work on an upcoming Request for Proposal for Program Management Services for the Missouri MOST 529 plan (the “529 RFP”) as set forth herein for the Missouri State Treasurer’s Office (hereinafter referred to as “state agency”).
- a. The consultant will not participate in the scoring or subjective evaluation of the responses but will provide subject matter expert(s) to assist the state agency staff in understanding the responses to the MOST 529 RFP development.
- 1.1.2 Minimum Experience Qualifications: There are minimum experience qualifications in the RFP (See Section 2.2, Minimum Experience Requirements in Section 2: Scope of Work).
- 1.1.3 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.

1.2 Background and Historical Usage Information:

- 1.2.1 The Missouri Higher Education Saving Program (MOST 529) was created pursuant to Sections 166.400 through 166.455 of the Missouri Revised Statutes, as amended (the "Act"). MOST 529 was established and is maintained as a qualified tuition program under Section 529 of the Internal Revenue Code of 1986, as amended ("Section 529" and the "Code", respectively). In 1999, the Missouri Education Program Board (hereinafter referred to as “Board”) engaged Tuition Financing Inc. ("TFI") to serve as the initial Program Manager for MOST, which at the start was only offered directly to the public. In 2002, the Board introduced the Advisor Plan. In 2005, the Board selected Upromise Investments, Inc. to replace TFI as Program Manager for the MOST Program and the conversion occurred in June of 2006. In 2010, following a competitive bidding process, the Board again selected Upromise Investments, Inc., n/k/a Ascensus Broker Dealer Services, Inc. ("Ascensus") as Program Manager for the MOST Program. The Ascensus Broker Dealer Services, Inc. contract was renewed in 2016, and the term of that current contract expires on June 4, 2026.
- a. The contract for the MOST 529 Program Manager should be awarded prior to June 4, 2026.
- 1.2.2 As of March 14, 2025, the MOST Program had assets under management of \$4,422,635,112 and 197,663 accounts. Ascensus serves as record keeper, managing the day-to-day operations of the MOST Program, by providing customer service, marketing and making recommendation to the MOST 529 board. Vanguard Group, Inc. ("Vanguard") serves as investment manager as a subcontractor to Acensus.
- 1.2.3 The following tables summarize MOST 529 participation and growth since January 2023:

Number of Accounts:

2021	2022	2023	2024
185,415	188,527	192,030	196,865

Assets (\$MM):

2021	2022	2023	2024
4,200	3,579	4,049	4,442

1.3 Current and/or Previous Contract Information:

- 1.3.1 No current or previous contracts through the Division of Purchasing exist for the products and/or services being obtained via this RFP.

1.4 RFP Questions:

- 1.4.1 Buyer is Single Point of Contact for Solicitation: Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer indicated on the first page of this RFP. It is preferred that questions be emailed to the buyer.
- a. Except as noted herein, vendors and their agents are instructed not to contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors can be sanctioned for unauthorized contact with any evaluator under 1 Code of State Regulation (CSR) 40-1.060(8)(G) and (H) available at <http://www.sos.mo.gov/adrules/csr/csr.asp>.
 - b. Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and Service Disabled Veteran Enterprise certification or subcontract questions should be directed to the Office of Equal Opportunity (OEO) at <http://oeo.mo.gov>.
- 1.4.2 Vendor is Responsible for Asking Questions About the RFP: It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Division of Purchasing if the vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor's ability to submit a proposal.
- 1.4.3 Vendor Question Deadline: Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. All questions and issues should be submitted no later than ten (10) calendar days prior to the proposal end date and time of the proposals. If not received prior to ten (10) calendar days before the proposal end date and time, the Division of Purchasing may not be able to fully research and consider the respective questions or issues.
- 1.4.4 State's Response to Vendor Questions: Upon the Division of Purchasing's consideration of questions and issues, if the Division of Purchasing determines that changes are necessary, the resulting changes will be included in a subsequently issued RFP amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for an RFP amendment. All vendors will be advised of any change to the RFP's language, specifications, or requirements by a formal amendment to the RFP. There will be no posted written records of the questions/communications (i.e., formal question/answer document).
- 1.4.5 RFP is State's Only Official Position: The only official position of the State of Missouri shall be that which is contained in the RFP and any amendments thereto.

1.5 Amendments:

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

1.6 Glossary of Terms and Acronyms:

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

1.6.2 General Glossary, Acronyms, and Abbreviations:

- a. Agency and/or State Agency means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the Division of Purchasing (Purchasing). The agency is also responsible for payment, unless otherwise specified herein.
- b. Amendment means a written, official modification to a solicitation or contract.
- c. Attachment applies to all documents which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. Buyer means the procurement staff member of Purchasing.
- e. Code of State Regulation (CSR) contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.
- f. 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.
- g. Contractor means a supplier, offeror, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
- h. Exhibit applies to forms which are included with an RFP for the vendor to complete and submit with their proposal prior to the specified end date and time.
- i. May means that a certain feature, component, or action is permissible, but not required.
- j. Must means that a certain feature, component, or action is a mandatory condition.
- k. Party refers to either the State of Missouri or the contractor as an entity that may enter into a contract pursuant to the terms herein.
- l. Pricing Page(s) applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the vendor with the proposal prior to the specified proposal end date and time.
- m. Proposal End Date and Time and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- n. Purchase Order means the authorized document issued by the state agency to the contractor indicating descriptions, quantities, and agreed prices for products and/or services.
- o. Reasonable, Necessary or Proper as used herein shall be interpreted solely by the State of Missouri.
- p. Request for Proposal (RFP) means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes the following sections: Introduction and Background Information; Scope of Work; Terms and Conditions (“terms and conditions” and “Terms and Conditions” are used interchangeably throughout the RFP); General Contractual Requirements; and Vendor Submission, Evaluation, and Award Information; and the RFP Vendor Response Exhibits, Attachments, and Amendments of the RFP.
- q. RSMo (Revised Statutes of Missouri) refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- r. Shall has the same meaning as the word must.
- s. Should means that a certain feature, component and/or action is desirable but not mandatory.
- t. State collectively referring to the state government and/or the agencies thereof.
- u. Supplier has the same meaning as the word, vendor.
- v. Vendor means the supplier, offeror, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.

1.7 Accuracy of Background Information:

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

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

2. SCOPE OF WORK SECTION

2.1 General Requirements:

- 2.1.1 The contractor shall provide consulting work on an upcoming Request for Proposal for Program Management Services for the Missouri MOST 529 plan (the “529 RFP”) for the state agency in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
- a. The awarded vendor for this RFP shall not be eligible to participate as the prime or as a subcontractor for the upcoming RFP for Program Management Services.
- 2.1.2 The contractor shall provide assistance in the evaluation of the MOST 529 Program Manager RFP. The contractor will not participate in the scoring or subjective evaluation of the responses but must provide subject matter experts to assist state staff in understanding and evaluating the responses to the MOST 529 Program Manager RFP. The contractor must participate in the evaluation of all proposals received regarding the MOST 529 Program Manager RFP without limitation.
- 2.1.3 Initial Meeting - By no later than five (5) calendar days after state agency authorization to proceed with services, the contractor shall contact the state agency and arrange a time to host a conference call or in person meeting with the state agency in Jefferson City, Missouri to obtain specific details regarding the scope of the MOST 529 Program Manager RFP development, and basic information regarding the tasks anticipated to be included, including MOST 529 community engagement prior to RFP issuance. The contractor must meet with the state agency virtually or in person in Jefferson City within ten (10) calendar days of the date the contractor contacted the state agency unless the state agency approves a later time for such meeting.
- a. The contractor shall work with the state agency to develop a reasonable timeline for creation, solicitation, and evaluation of proposals to select a Program Manager for the MOST 529 Program.
- 2.1.4 Contractor’s Obligation: Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.2 Minimum Experience Requirements:

- 2.2.1 The contractor must meet or exceed the following minimum experience requirements at the time of proposal submission and for the duration of the contract:
- a. Six (6) months experience with qualified tuition programs (529 plans).
- 2.2.2 The contractor should have demonstrated knowledge of the following:
- a. the competitive 529 marketplace;
- b. the MOST 529 plan; and
- c. the strengths and weakness of top industry service providers.

2.3 Team Qualifications:

- 2.3.1 The contractor shall include the following team members to administer and perform the contract requirements:
- a. Leadership Team: Each member of the contractor’s leadership team must have at least one (1) year experience with qualified state tuition programs pursuant to Section 529 of the Internal Revenue Code.

- b. Working Team: Each member of the contractor's working team should have at least one (1) year experience with qualified state tuition programs pursuant to Section 529 of the Internal Revenue Code.
- c. Program Director/Contact Person: The contractor shall designate a contact person who shall serve as the contractor's contact and shall be the liaison between the contractor and the state agency. By no later than five (5) state business days after authorization by the state agency to proceed with services, the contractor shall provide the state agency with the name, address, email address, and telephone number of the contractor's contact person. The contractor's contact person shall (1) oversee all services being provided, (2) assume responsibility and liability for services performed per the contract, and (3) serve as the primary point of contact with the state agency.

2.3.2 The contractor shall understand and agree that the state agency reserves the right to request any of the contractor's personnel assigned to provide the services be removed without just cause. The contractor shall understand and agree that the state agency will allow the contractor a reasonable time to find a replacement. The state agency shall approve all replacement personnel. The state agency reserves the right to require background checks and non-disclosure agreements (NDA) of selected contractor personnel, at the contractor's expense.

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

2.3.4 Background Checks: Prior to providing services under the contract and on an annual basis thereafter, the contractor must ensure personnel (including any third-party personnel) pass standard background checks equal to those required by the State of Missouri for employees, and if required by the state to address an audit, the contractor must attest whether all applicable employees passed background checks performed in accordance with the contractor's standard background check process. The contractor shall be responsible for all costs associated with background checks. The state agency reserves the right to require the contractor to provide evidence of employees and all sub-contractors and their employees passing a background check. Link to MSHP Criminal Record Check website: <http://www.mshp.dps.missouri.gov/MSHPWeb/PatrolDivisions/CRID/crimRecChk.html>. The standard background check shall be a nationwide fingerprint check through Missouri State Highway Patrol completed at a frequency determined by the state.

2.4 Engage the 529 Community Requirements:

2.4.1 Prior to issuance of the MOST 529 Program Manager RFP, the contractor shall provide outreach to the 529 Vendor Community to ensure the vendor community is aware of the opportunity to bid.

2.5 Development of RFP for the Most 529 Program Manager Requirements:

2.5.1 The contractor shall write the Request for Proposal with the input of the state agency for the selection of a qualified Most 529 Program Manager. The RFP will include required scope of work, firm qualifications and proposal evaluation criteria based on the state agency priorities and objectives. The development activities must include:

- a. Review of the 2015 RFP for relevance;
- b. Provide the state agency with recommendations of industry standard reporting and performance measures to be included as part of the scope of work;
- c. Provide minimum required contract duration;
- d. Create structured vendor questionnaire to be used to evaluate the RFP;
- e. Provide project management of the development of the RFP by creating a schedule to keep the award of the contract to the program manager on time..

2.6 Subject Matter Expertise Requirements:

2.6.1 The contractor shall provide subject matter expertise during the procurement process for the MOST 529 Program Manager.

2.6.2 As required by the state agency, the contractor shall:

- a. Review bidder's questions, if any.
- b. Review state agency response from bidders, if any.
- c. Participate in bidder interviews, if any.

2.7 Transition Assistance Requirements:

2.7.1 If required by the state agency, the contractor shall work with the existing MOST 529 Program Manager contractor and any other organizations designated by the state agency to facilitate an orderly transition of services and responsibilities under the current MOST 529 Program Manager contract and to ensure the continuity of those services required by the state agency.

2.7.2 If required by the state agency, the contractor shall:

- a. Identify contract negotiation issue, if applicable
- b. Advise on negotiation strategies, if applicable
- c. Advise on transition marketing, if applicable

2.8 Additional Consultation Requirements:

2.8.1 After completion by the contractor and acceptance by the state agency of the required services specified previously herein, the contractor shall perform additional consulting services for the state agency on an as needed, if needed basis for unforeseen items that may arise relative to the scope of work required herein, but which are not specifically listed in the scope of work.

2.8.2 Requirements for Additional Consultation Services:

- a. Such consultation may consist of, but not necessarily be limited to:
 - 1) Monitoring and/or providing advice regarding the extent to which the contractor's recommendations are being implemented and providing advice and consultation related thereto.
 - 2) Consulting with the parties responsible for various actions in the implementation and providing advice and further recommendations thereto.
 - 3) Providing technical assistance as required or providing recommendations to the state agency regarding the type of additional technical assistance which should be obtained.
 - 4) Any other such consultation.
- b. The timing and scheduling of any such consultation shall be mutually agreed between the contractor and the state agency at the time the state agency requests such consultation. However, the contractor must be able to schedule the consultation with a minimum of two (2) weeks' notice.

2.9 Reporting Requirements:

2.9.1 Records: The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with accepted standard accounting principles or International Financial Reporting Standards (IFRS).

- a. Once annually, or otherwise as reasonably required by the state, the contractor shall make all such records, books, and other documents relevant to the contract available to the state, its designees, and the Missouri State Auditor in a commercially reasonable format acceptable to the state at all reasonable

times during the term of the contract and for three (3) years after the cancellation, expiration, or termination of the contract or for any longer period of time required by law. The state will provide a minimum of fourteen (14) calendar days' notice and will coordinate with the contractor regarding the scope of the audit.

- b. The contractor shall permit the Missouri State Auditor's Office, federal auditors and authorized representatives of the State of Missouri to perform an independent audit or examine, copy, or investigate any of the contractor's records, procedures, books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor only for services performed under the contract. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented. Any audit exception noted by auditors shall not be paid by the state and shall be the sole responsibility of the contractor. However, the contractor may contest any such exception by any legal procedure.
- c. The state shall not designate any individual, entity, or firm to conduct the audit that is a competitor of the contractor. Any audit conducted or records reviewed under this provision shall be limited to services provided to State of Missouri and shall not require the contractor to disclose information pertaining to any other customer or client of the contractor.
- d. The services required herein are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagements as those services are defined in the American Institute of Certified Public Accounts (AICPA) literature applicable to such engagements conducted by independent auditors. Accordingly, these services shall not result in the issuance of a written communication to third parties by the contractor directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance. The contractor shall maintain a copy of the work products for documentation purposes for the AICPA.

2.9.2 Budget/Price Analysis: After contract award, the contractor must provide a budget or price analysis for each of the firm, fixed prices identified on Exhibit C, Pricing Page. The budget/price analysis must reflect the contractor's breakdown of the quoted price and should be shown in sufficient detail to demonstrate those factors affecting the price such as staffing patterns and proposed hours, etc. The budget or price analysis must be in a format mutually agreed to by the contractor and state agency.

2.10 Financial Records and Document Retention:

- 2.10.1 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles.
- 2.10.2 The contractor shall maintain all financial records, supporting documentation, and all other records pertinent to the contract for a period of seven (7) years from the date of the final payment by the state or the completion of an audit, whichever is later, or as otherwise stated in the contract.
 - a. If any litigation, claim, negotiation, audit, investigation, or other action involving the records has been started before the expiration of the seven (7) year period, the contractor shall retain the records until completion of such action and resolutions of all issues that arise from it or until the end of the regular seven (7) year period, whichever is later.
 - b. If the state agency is subject to any litigation, claim, negotiation, audit, or other action involving the records, the state agency will notify the contractor in writing to extend the contractor's retention period.

2.11 Electronic Funds Transfer, Invoicing, and Payment Requirements:

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

2.11.2 General Invoicing: The contractor shall perform the services prior to invoicing the state agency.

- a. The contractor shall invoice the state agency on the contractor's original descriptive business invoice form and submit the invoice to the following address:

State Treasurer's Office
Harry S Truman State Office Building, Room 780
Post Office Box 210
Jefferson City MO 65102

- 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 (WebProcure/Proactis) vendor registration.
- c. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.
- d. 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.
- e. The contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.

2.11.3 General Payment:

- a. Payments are due upon receipt of a valid invoice, payable in 30 calendar days. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- b. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- c. 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.
- d. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

2.11.4 Specific Invoicing and Payment:

- a. Engage the 529 Community Requirements - Upon issuance of the MOST 529 Program Manager RFP, the contractor shall submit an invoice for the firm, fixed total price quoted on the Exhibit C, Pricing Page. Upon state agency approval of the invoice, the contractor shall be paid.
 - b. Development of RFP for the Most 529 Program Manager Requirements - Upon state agency approval of the Most 529 Program Manager RFP, including the procurement intake document, the contractor shall submit an itemized invoice for all hours of services as well as materials, supplies, and expenses. Upon state agency approval of the invoice, the contractor shall be paid. In no event shall the total payments to the contractor exceed the guaranteed not-to-exceed total price quoted on the Exhibit C, Pricing Page.
 - c. Subject Matter Expertise Requirements - Upon the Division of Purchasing's award of a contract for the Most 529 Program Manager RFP, the contractor shall submit an itemized invoice for all hours of services as well as materials, supplies, and expenses. Upon state agency approval of the invoice, the contractor shall be paid. In no event shall the total payments to the contractor exceed the guaranteed not-to-exceed total price quoted on the Exhibit C, Pricing Page.
 - d. Transition Assistance - On a monthly basis, the contractor shall submit an itemized invoice for all hours of services at the firm, fixed price per hour quoted on Exhibit C, Pricing Page. Upon state agency approval of the invoice, the contractor shall be paid.
 - e. Additional Consultation Services - The contractor shall submit a monthly invoice itemizing all hours of additional consultation service provided during the month. The contractor shall support all hours invoiced with detailed time sheets as well as a report of activities performed. Upon state agency approval of the invoice, the contractor shall be paid in accordance with the firm, fixed price per hour quoted on Exhibit C, Pricing Page.
- 2.11.5 Inspection and Acceptance Specifications: For purposes of acceptance, no equipment, supplies, and/or services received by the state pursuant to a contract shall be deemed accepted until the state has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- a. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected by the state. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
 - b. 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.
 - c. 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.
- 2.11.6 If the state agency denies a request by the contractor for payment, the state agency will provide the contractor with written notice of the reason(s) for denial.
- 2.11.7 If the contractor is overpaid by the state agency the contractor, upon notification by the state agency, shall provide the state agency (1) with a check payable as instructed by the state agency or (2) deduct the overpayment from the invoice(s) as requested by the state agency.
- 2.11.8 Other than the payments specified in the contract, no other payments shall be made to the contractor.

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

3. TERMS AND CONDITIONS SECTION

3.1 Applicable Laws and Regulations:

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

3.2 Non-Discrimination and Affirmative Action:

- 3.2.1 The contractor must comply with applicable federal and state laws and regulations addressing discrimination in employment.

3.3 Americans with Disabilities Act:

- 3.3.1 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.

3.4 Authorized Personnel/E-Verify:

- 3.4.1 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 state 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.
- 3.4.2 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.
- 3.4.3 The contractor shall only be required to provide the affidavits required in section 285.530.2, RSMo, to the state on an annual basis. <https://purch.oa.mo.gov/vendor-information/affidavit-work-authorization-annual-renewal>
- 3.4.4 The contractor shall ensure that its subcontractors comply with section 285.530, RSMo.

3.5 Business Registration:

- 3.5.1 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.

3.6 Data Breach:

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

3.7 Elected or Appointed Officials and Employees:

- 3.7.1 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.

3.8 Indemnification:

- 3.8.1 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.

3.9 Legal Proceedings:

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

3.10 Negotiations:

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

3.11 Invoicing and Payment:

- 3.11.1 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.

3.12 Non-Appropriation of Funds:

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

3.13 Work Outside the United States:

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

3.14 Open Records:

- 3.14.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.

3.15 Protests:

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

3.16 Record Access:

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

3.17 State Preferences:

- 3.17.1 If the contractor's awarded proposal included state preferences, the contractor must comply with the rules applicable to those preferences including:
- a. Section 37.020 RSMo and 1 CSR 40-1.050 for Minority Business Enterprises and Women's Business Enterprises;
 - b. Section 34.070 and section 34.073 RSMo for Missouri business preferences;
 - c. Section 34.074 RSMo and 1 CSR 40-1.050 for Service Disabled Veteran Enterprises; and
Section 34.165 RSMo and 1 CSR 40-1.050 for Organizations for the Blind/Sheltered Workshops.
- 3.18 **Taxes:** The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax. No contract shall be awarded to a vendor that does not meet the conditions of section 34.040.7, RSMo.

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

4. GENERAL CONTRACTUAL REQUIREMENTS SECTION**4.1 Contract Definition:**

4.1.1 A binding contract shall consist of the following documents:

- a. the most current version of the RFP (including all Exhibits and Attachments included in the RFP) as amended by: RFP amendment(s) issued prior to bid closing, Best and Final Offer (BAFO) requests, and contract amendment(s);
- b. the most current version of the contractor's proposal, including the contractor's BAFO responses, state-requested clarification responses, and contract amendment responses; and
- c. the Division of Purchasing's acceptance of the proposal by "notice of award".

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

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

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

4.1.5 The contractor shall agree to furnish all awarded services specified in the contract, at the prices quoted therein.

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

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

4.2 Contract Amendment:

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

4.3 Contract Period:

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

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

4.4 Contract Pricing:

- 4.4.1 All prices shall be firm, fixed, and as indicated in the Exhibit C, Pricing Pages. The state shall not pay nor be liable for any other additional costs, including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, liquidated damages, attorney fees, etc.
- 4.4.2 If the option for renewal is exercised by the Division of Purchasing, the contractor shall agree that the prices for the renewal period shall not exceed the prices for the applicable renewal period stated on the Exhibit C, Pricing Pages.
- a. If renewal prices are not provided with the accepted proposal, then prices during the renewal period shall be the same as the original contract period pricing.
 - b. In addition, the contractor shall understand and agree that any renewal period increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

4.5 Termination for Convenience:

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

4.6 Cancellation for Breach of Contract:

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

4.7 Contract Assignment:

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

4.8 Contractor Liability:

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

4.9 Insurance:

- 4.9.1 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. In the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.
- 4.9.2 Evidence of Insurance: The contractor shall provide written evidence of the insurance to the state agency prior to performance under the contract. Such evidence shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement for the non-professional liability insurance naming the State of Missouri as an additional insured, endorsement by representatives of the insurance company, etc. The contract number must be identified on the evidence of insurance coverage. Evidence of self-insurance coverage or of another alternate 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.

- 4.9.3 In the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

4.10 Single Point of Contact and Responsibility:

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

4.11 Contractor Status:

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

4.12 Subcontractors:

- 4.12.1 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.
- 4.12.2 The contractor shall understand and agree that utilization of a subcontractor to provide any of the services in the contract shall not relieve the contractor of the responsibility for providing the services specified herein. The contractor shall coordinate activities with the contractor's subcontractors. The state will coordinate activities between the contractor and third party vendors provided by the state.
- 4.12.3 Except in cases where the state's actions are the cause of a subcontractor claim, the contractor must ensure that the State of Missouri is indemnified, saved, and held harmless from all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters to the same extent the contractor indemnifies the state as described in the contract between the State of Missouri and the contractor.
- 4.12.4 The contractor must notify the State of Missouri upon establishing any new subcontracting arrangements related to the products and/or services provided to the State of Missouri as a result of the contract.
- 4.12.5 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:
- a. The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - b. 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.

4.13 Participation by Other Organizations:

- 4.13.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal. The contractor must meet their participation commitment identified in their awarded proposal, regardless of the products and/or services purchased by the state from the contract.

- a. The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.
- b. The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. The Division of Purchasing in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. No later than 30 calendar days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at <https://purch.oa.mo.gov/vendor-information> or another affidavit providing the same information.

4.14 Substitution of Personnel:

- 4.14.1 The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

4.15 Coordination:

- 4.15.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made

available by the contractor to the state agency or the Division of Purchasing throughout the effective period of the contract.

4.16 Property of State:

- 4.16.1 All documents 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.
- 4.16.2 The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.

4.17 Inventions, Patents, and Copyrights:

- 4.18 If any copyrighted material is developed as a result of the contract, the state agency shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for state agency purposes or the purpose of the State of Missouri.

4.19 Confidentiality and Security Documents:

- 4.19.1 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.
- 4.19.2 If required by the state, 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.

4.20 Actions, Suits, or Proceedings:

- 4.20.1 The contractor must notify the State of Missouri immediately if the contractor becomes aware of any action, suit, or proceeding, pending or threatened that will have a material adverse effect on contractor's ability to fulfill the obligations under the contract. The contractor's public filings with the United States Securities and Exchange Commission (SEC) shall meet the notice requirement set forth herein.
- 4.20.2 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the State of Missouri, Division of Purchasing immediately.

4.21 Warranties and Representations:

- 4.21.1 The contractor expressly warrants that all equipment, supplies, and/or services provided shall:
 - a. conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Division of Purchasing,
 - b. be fit and sufficient for the purpose expressed in the RFP,
 - c. for any goods provided, be merchantable,
 - d. be of good materials and workmanship, and
 - e. be reasonably free from defect.

- 4.21.2 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.

4.22 Conflict of Interest:

- 4.22.1 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.

4.23 Remedies and Rights:

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

4.24 Communications and Notices:

- 4.24.1 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.

4.25 Survivability of Terms:

- 4.25.1 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.

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

5. VENDOR SUBMISSION, EVALUATION, AND AWARD INFORMATION SECTION**5.1 Proposal Submission Overview:**

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

5.2 Preparation of Proposals:

- 5.2.1 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, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a proposal.
- 5.2.2 RFP Vendor Response Exhibits: The vendor must submit properly completed RFP Vendor Response Exhibits as their proposal. If the vendor submits any additional materials, the vendor is instructed to identify to which Exhibit an/or RFP provision the material corresponds. Each exhibit includes instructions outlining the information to be provided in response to the exhibit.
 - a. Exhibit A, Proposal Signature Page should be completed and placed at the beginning of the proposal to declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any RFP amendments. The remaining exhibits should be placed in sequential order after the Exhibit A, Proposal Signature Page.
 - b. Vendors do not need to return the RFP Sections or RFP Attachments contained herein with their proposal.

- 5.2.2 Proposal Preparation Costs: Any and all costs incurred by the vendor in preparing or submitting a proposal shall be the vendor's sole responsibility whether or not any award results from this RFP. The state shall not reimburse such costs.
- 5.2.3 Proposal Page Numbering: The proposal should be page numbered.
- 5.2.4 Proposal Font: The proposal should be easily readable and legible fonts, 11 point or above, should be used. For graphics or illustrations within the proposal, the font size may be smaller than 11 point.
- 5.2.5 Embedded Files, Hyperlinks, and Video Clips: The vendor should not include embedded files, hyperlinks, or video clips within their response to the RFP. In the event the vendor provides embedded files, hyperlinks, or video clips, the vendor shall understand the state is not obligated to consider such information in the evaluation of the vendor's response.
- 5.2.6 Completeness of Proposal: It is the vendor's sole responsibility to submit complete and clear information in their proposal in response to the RFP Vendor Response Exhibits. The state is under no obligation to solicit such information if it is not included in the vendor's response. The vendor's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Information not relevant to the requirements herein and to explaining the vendor's proposed solution should be excluded from the vendor's response.

5.3 Compliance with Requirements, Terms and Conditions:

- 5.3.1 Non-compliant proposals shall be ineligible for award pursuant to 1 CSR 40-1.050(21) which, in part, states, “(21) Awards are to be made to the bidder/offeror whose bid/proposal complies with— (A) All mandatory specifications and requirements of the bid/proposal.” Therefore, taking exception to mandatory provisions of the RFP shall place the vendor at risk for being non-responsive and ineligible for award.
- 5.3.2 Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- 5.3.3 The vendor is cautioned when submitting pre-printed terms and conditions or other types of material to ensure such documents do not contain terms and conditions that conflict with those of the RFP and its contractual requirements.
- 5.3.4 If the vendor's response includes any exceptions to the mandatory provisions of the RFP, the vendor must (1) identify the specific RFP paragraph number to which the exception applies along with a description of why the vendor is taking exception to the provision; and (2) any proposed alternative language the vendor would like the state to consider to replace the provision. However, the vendor must understand and agree:
 - a. Exceptions to mandatory provisions of the RFP or assumptions that create a competitive advantage for the vendor or that impose additional obligations on the state place the vendor at risk for being non-responsive and ineligible for award. The state is not obligated to revise the RFP to make provision for the identified exception(s)
 - b. Section 1 of the RFP provides required instructions for addressing RFP questions and requesting changes or clarifications to the RFP prior to the proposal end date, revisions to the RFP after the proposal end date and time can only be made through the competitive negotiation process described herein. However, the state shall not be obligated to conduct competitive negotiations.
- 5.3.5 In the event that the vendor is an agency of state, local, or federal government or political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1)

be requested to be clarified in writing by the Division of Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by the Division of Purchasing. If the Division of Purchasing determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.

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

5.4 Confidentiality and Proprietary Materials:

- 5.4.1 Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.
- 5.4.2 Missouri Sunshine Law: The Division of Purchasing is a governmental body under the Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "liberally construed and their exceptions strictly construed" to promote the public policy that records are open unless otherwise provided by law.
- 5.4.3 Proposal Confidentiality: Regardless of any claim by a vendor as to material being proprietary and not subject to copying or distribution, or how a vendor characterizes any information provided in its proposal, all material submitted by the vendor in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to the Division of Purchasing after award. The vendor should presume information provided to the Division of Purchasing in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law. The vendor's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal of their proposal in its entirety. Except for information the Division of Purchasing deems confidential, the vendor is advised not to include any information in the proposal that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers. Therefore, vendors should NOT include confidential material with their proposal.
- 5.4.4 Information Not Considered Confidential: In no event will the following be considered confidential or exempt from the Missouri Sunshine Law; however, this is not meant to be an all-inclusive list:
- a. Vendor's entire proposal;
 - b. Vendor's pricing;
 - c. Vendor's proposed method of performance, approach, work plan, and technical capabilities including schedule of events and/or deliverables;
 - d. Vendor's experience information including customer lists or references; and
 - e. Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).

5.5 Foreign Vendors:

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

- a. When submitting a proposal, the vendors who do not have an IRS Employer Identification Number should attach a note to the front page of their proposal advising the Division of Purchasing if: (1) a completed and signed W-8 form is included with the proposal or (2) a completed and signed W-8 form is attached to their vendor registration profile on the MissouriBUYS website.
- b. Foreign vendors that have an IRS Employer Identification Number may register as a vendor on the MissouriBUYS (<https://missouribuys.mo.gov>) website by using the IRS Employer Identification Number assigned to their company and attaching a completed and signed IRS W-9 form to their vendor registration profile. (Note: Attaching a completed and signed IRS W-8 form is not necessary.)

5.6 On-line Submission of Solicitation Response:

- 5.6.1 In order for the vendor to submit their proposal, the vendor must be registered in MissouriBUYS, powered by MOVERS in a “Prospective” or “Spend Authorized” registration status. The vendor must achieve “Approved” registration status in MissouriBUYS (WebProcure/Proactis) and “Spend Authorized” registration status in MissouriBUYS, powered by MOVERS in order to be considered for a contract award. MissouriBUYS, powered by MOVERS is the State of Missouri’s web-based procurement system located at <https://www.missouribuys.mo.gov>. Detailed instructions pertaining to vendor registration can be found at: <https://missouribuys.mo.gov/media/pdf/vendor-registration-instructions>.
- 5.6.2 The registered vendor must submit their sealed proposal electronically through MissouriBUYS, powered by MOVERS. Hardcopy proposals are not accepted. All proposals must (1) be submitted by a duly authorized representative of the vendor’s organization, (2) contain all information required by the RFP, and (3) be priced as required. Unless the RFP specifies otherwise, no other means of proposal submission, modification, or retraction or withdrawal shall be allowed.
 - a. Registered vendors must submit their proposal electronically through MissouriBUYS, powered by MOVERS by completing the applicable on-line pricing and by completing, attaching, and submitting all completed RFP Vendor Response Exhibits (including **Exhibit A, Proposal Signature Page** and all other exhibits) and all other contents of their proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS, powered by MOVERS website at: <https://missouribuys.mo.gov/media/pdf/movers-bid-response-instructions> (see Bid Response Instructions for MissouriBUYS, powered by MOVERS). Electronic responses shall not be submitted via email.
 - b. The exhibits, forms, and Pricing Page(s) provided herein should be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission in MissouriBUYS, powered by MOVERS. Other information requested or required may be sent as an attachment in MissouriBUYS, powered by MOVERS. Be sure to include the solicitation number, company name, and a contact name on any electronic attachments. All of the vendor’s response attachments should be searchable. Each attachment submitted in MissouriBUYS, powered by MOVERS must not exceed a 100MB file size.
 - 1) In the event the registered vendor attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document and clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.
 - c. Faxed and emailed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

- 5.6.3 The vendor is solely responsible for ensuring timely submission of their electronic solicitation response. Failure to allow adequate time prior to the proposal end date and time to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.
- 5.6.4 If a registered vendor submits multiple responses in MissouriBUYS, powered by MOVERS and if such responses are not identical, the vendor should explain which response is valid or if both responses are valid as alternative responses. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest to be valid.
- 5.6.5 To ensure software compatibility with the MissouriBUYS, powered by MOVERS, the vendor should submit the proposal attachments in Microsoft Word, Microsoft Excel, or Adobe PDF. The vendor should use the Microsoft Edge web browser when submitting their proposal response in MissouriBUYS, powered by MOVERS. A vendor's failure to follow these instructions and instead use a different application or method for completion and submission of attachments could render some or all of the vendor's response to be unreadable which could negatively impact the evaluation of the vendor's response.
- a. If vendor technical assistance is needed when submitting a proposal response, contact solicitations@oa.mo.gov.
- 5.6.6 Proposals may be modified on-line in MissouriBUYS, powered by MOVERS prior to the official end date and time. Other methods to request to modify a proposal prior to the official end date and time shall not be honored.
- 5.6.7 To retract a proposal on-line in MissouriBUYS, powered by MOVERS, please see the Revise and Retract Supplier Response Online Reference Guide found at: <https://missouribuyss.mo.gov/media/pdf/revise-and-retract-supplier-response-movers>.
- 5.6.8 A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the vendor to the Division of Purchasing. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the vendor.
- 5.6.9 When submitting their electronic proposal, the registered vendor indicates acceptance of all RFP requirements, terms and conditions by clicking on the "Accept" button on the Overview tab in MissouriBUYS, powered by MOVERS. Failure to do so may result in rejection of the proposal unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- 5.6.10 It shall be the sole responsibility of the vendor to monitor the MissouriBUYS, powered by MOVERS Bid Board, <https://missouribuyss.mo.gov/bid-board>, to obtain a copy of the RFP amendment(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the RFP on-line prior to an amendment being issued should receive e-mail notification of the amendment(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the proposal end date and time specified in the RFP. If the RFP is cancelled after the proposal end date and time specified in the RFP, the buyer of record will send email notification to all vendors that responded to the RFP informing them of the cancellation of the RFP.
- 5.7 Proposal Opening:**
- 5.7.1 Proposal openings will occur on the proposal end date and the opening time specified on the RFP document. Only the names of the respondents/vendors will be made available to the public after the proposal opening. All vendors may view the same proposal response information on the MissouriBUYS, powered by MOVERS System. The contents of the responses shall not be disclosed at this time.

- 5.7.2 Late Proposals: Proposals which are not received in the MissouriBUYS, powered by MOVERS System prior to the official proposal end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened and considered under extraordinary circumstances in accordance with 1 CSR 40-1.050.

5.8 Award Determination:

- 5.8.1 The contract shall be awarded to the lowest and best proposal.
- 5.8.2 The award shall be made to the vendor whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFP and any subsequent negotiations, and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- 5.8.3 Any award of a contract shall be made by notification from the Division of Purchasing to the successful vendor. The final determination of contract award(s) shall be made by the Division of Purchasing.
- 5.8.4 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.
- 5.8.5 After a contract is executed or all proposals are rejected, all proposals are uploaded for public viewing into the Division of Purchasing's imaging system known as the Awarded Bid and Contract Document Search system (<https://purch.oa.mo.gov/bidding-contracts/awarded-bid-contract-document-search>).
- a. The Division of Purchasing also posts proposal results on the MissouriBUYS Bid Board (<https://missouribuys.mo.gov/bid-board>) for all vendors to view.
 - b. Vendors that respond to an RFP will be notified of the award results via e-mail.

5.9 Evaluation Process:

- 5.9.1 In order to complete the award identified above, the state will follow the evaluation process identified herein to determine the lowest and best vendor(s).
- 5.9.2 Evaluation Committee and Subject Matter Expert(s): The vendor is advised that an evaluation committee and possibly subject-matter experts will be used to review and assess the proposals for responsiveness to mandatory requirements of the RFP in accordance with the evaluation criteria stated in the RFP. The ethical standards of 1 CSR 40-1.050(7)(O) will apply to evaluators.
- 5.9.3 Compliance Review: Each proposal submitted in response to the RFP will be reviewed for compliance with the mandatory requirements of the RFP. The vendor shall understand the state will not award a contract to a vendor with a non-responsive (non-compliant) proposal.
- a. A proposal which contains non-responsiveness issues which could never be expected to be brought into compliance, even if given an opportunity for competitive negotiations, shall be considered unacceptable and eliminated from further consideration in the evaluation.
 - b. Proposals with non-responsiveness issues which could be corrected during competitive negotiations, if conducted, shall be considered potentially acceptable and remain in the evaluation process until a decision is made in regard to competitive negotiations. Proposals that remain non-responsive at the conclusion of the evaluation process, whether competitive negotiations were or were not conducted, shall be considered non-responsive and therefore ineligible for contract award.

- c. In the event only one proposal is received, the State of Missouri reserves the right to review the proposal to determine if the vendor is responsive, responsible, and reliable and is therefore eligible for award in lieu of conducting an assessment of the proposal in accordance with the evaluation criteria identified herein. Such determination shall be based upon information submitted in the proposal.
- d. The Division of Purchasing reserves the right to reject any and all proposals.
- e. The Division of Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

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

- a. Business Compliance Exhibit I, State of Missouri Tax Compliance - In accordance with section 34.040.7 RSMo, the vendor must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.
- b. Business Compliance Exhibit J, Registration of Business Name with the Missouri Secretary of State - In accordance with section 351.572, RSMo, the vendor must obtain a certification of authority be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.
- c. Business Compliance Exhibit K, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization - 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=285.530#:~:text=285.530.,liability%20of%20contractors%20and%20subcontractors>), 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 K, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- d. Business Compliance Exhibit L, Services Outside the United States - If any services offered under this RFP are being performed at sites outside the United States, the vendor must disclose such fact and provide details with the proposal.
- e. Business Compliance Exhibit M, Employee/Conflict of Interest
- f. General Business Compliance - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the successful vendor shall remain in compliance with such laws

for the duration of the resulting contract. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- 1) Taxes (e.g., city/county/state/federal)
- 2) State and local certifications (e.g., professions/occupations/activities)
- 3) Licenses and permits (e.g., city/county license, sales permits)
- 4) Insurance (e.g., worker's compensation/unemployment compensation)

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

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

- a. Any competitive negotiations shall be conducted in accordance with 34.042 RSMo, 1 CSR 40-1.050(22), and any specific terms of this RFP.
- b. The state shall have the right at its sole option to conduct competitive negotiations. The vendor shall understand the state does not guarantee competitive negotiations will be conducted. If negotiations are conducted, the Division of Purchasing may invite the vendor to provide a Best and Final Offer (BAFO) during the evaluation process. However, the State of Missouri does not negotiate contracts after contract award. (See Section 3.11 of the RFP)
- c. Negotiations may be conducted in person, in writing, or by telephone.
- d. If negotiations are conducted in person at a location determined by the state, travel and attendance expenses incurred by the vendor shall be the responsibility of the vendor.
- e. If negotiations are conducted, the negotiations shall be conducted at no cost to the State of Missouri; therefore, no compensation shall be made to the vendor regarding participation in the negotiation process.
- f. The vendor's prices, methodology, or other provisions of the vendor's response may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- g. The requirements and specifications of the RFP after the proposal end date and time shall remain unchanged, unless the Division of Purchasing determines that a change in such requirements and specifications is in the best interest of the State of Missouri through an RFP revision as part of the competitive negotiation process.
- h. Proposal revisions may be permitted for the purpose of obtaining best and final offers. The state may limit the scope of a best and final offer.
- i. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.

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

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

5.9.7 Evaluation Criteria: After determining that a proposal satisfies the mandatory requirements stated in the RFP, the evaluator(s) shall use both objective analysis and subjective judgment in conducting an assessment of the proposal in accordance with the evaluation criteria stated below. Each responsive proposal will receive a score for each element of the evaluation criteria, and the table below identifies the maximum point totals available for each evaluation element, the rating available for each evaluation element, and the available score for each rating.

Evaluation Criteria	Evaluation Element	Maximum Points
COST PROPOSAL		90 points
TECHNICAL PROPOSAL		100 points
Experience of Organization and Past Performance Evaluation Criteria		40 points
	Experience of Organization	10 points
	<u>Distinctive</u> 10 <u>Superior</u> 8 <u>Satisfactory</u> 4 <u>Marginal</u> 2 <u>Unsatisfactory</u> 0	
	Past Performance – Case Study #1	10 points
	<u>Distinctive</u> 10 <u>Superior</u> 8 <u>Satisfactory</u> 4 <u>Marginal</u> 2 <u>Unsatisfactory</u> 0	
	Past Performance – Case Study #2	10 points
	<u>Distinctive</u> 10 <u>Superior</u> 8 <u>Satisfactory</u> 4 <u>Marginal</u> 2 <u>Unsatisfactory</u> 0	
	Past Performance – Case Study #3	10 points
	<u>Distinctive</u> 10 <u>Superior</u> 8 <u>Satisfactory</u> 4 <u>Marginal</u> 2 <u>Unsatisfactory</u> 0	
	Team Qualifications Evaluation Criteria	25 points
	Leadership Team	15 points
	<u>Distinctive</u> 15 <u>Superior</u> 12 <u>Satisfactory</u> 6 <u>Marginal</u> 3 <u>Unsatisfactory</u> 0	
	Working Team	10 points
	<u>Distinctive</u> 10 <u>Superior</u> 8 <u>Satisfactory</u> 4 <u>Marginal</u> 2 <u>Unsatisfactory</u> 0	
Methodology, Approach, and Work Plan		35 points
	2.4 - Engage the 529 Community	10 points
	<u>Distinctive</u> 10 <u>Superior</u> 8 <u>Satisfactory</u> 4 <u>Marginal</u> 2 <u>Unsatisfactory</u> 0	
	2.5 - Development of RFP for the Most 529 Program Manager	10 points
	<u>Distinctive</u> 10 <u>Superior</u> 8 <u>Satisfactory</u> 4 <u>Marginal</u> 2 <u>Unsatisfactory</u> 0	
	2.6 – Subject Matter Expertise	10 points
	<u>Distinctive</u> 10 <u>Superior</u> 8 <u>Satisfactory</u> 4 <u>Marginal</u> 2 <u>Unsatisfactory</u> 0	
	2.7 – Transition Assistance	5 points
	<u>Distinctive</u> 5 <u>Superior</u> 4 <u>Satisfactory</u> 2 <u>Marginal</u> 1 <u>Unsatisfactory</u> 0	
MBE/WBE PARTICIPATION		10 Points
TOTAL		200 points
BONUS POINT PREFERENCES		

Evaluation Criteria	Evaluation Element	Maximum Points
	Organization for the Blind and Sheltered Workshop Preference	15 points
	Missouri Service-Disabled Veteran Business Enterprise Preference	3 points
Details for each of the evaluation categories, evaluation criteria, and evaluation elements outlined above are further defined in the following sections.		

5.9.8 Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a vendor, from vendor's case studies, or from any other source.

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

5.10 Cost Proposal Evaluation:

5.10.1 Objective Evaluation of Cost:

a. The cost evaluation shall be based on a total cost determined by the sum of the following and the prices stated on the Exhibit C, Pricing Pages.

- 1) Engage the 529 Community
- 2) Development of RFP for the Most 529 Program Manager
- 3) Subject Matter Expertise
- 4) Transitional Assistance, 40 hours
- 5) Additional Consulting Services, 20 hours for the original contract period and the potential renewal period.

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

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times \frac{\text{Maximum Cost Evaluation Points (90)}}{1} = \text{Assigned Cost Points}$$

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

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

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

5.11 Technical Proposal Evaluation:

5.11.1 Evaluation of Experience of Organization and Past Performance: The evaluation of the Experience of Organization and Past Performance shall be subjectively based on fact. Information provided by the vendor in response to the Exhibit D, Experience of Organization and Past Performance will be used in the Experience of Organization and Past Performance evaluation.

- a. Scoring of Experience of Organization and Past Performance - The vendor's Experience of Organization and Past Performance will be rated by the state using the rating system as defined below:

Experience of Organization and Past Performance Rating System	
Rating	Definition
Distinctive	Experience of organization and past performance involved essentially the same scope and magnitude of effort and complexities required in this RFP and was recent. Vendor's experience of organization and past performance provided the evaluation committee with high confidence in the vendor's capability to perform the requirements of the RFP.
Superior	Experience of organization and past performance involved similar scope and magnitude of effort and complexities required in the RFP and was recent. Vendor's experience of organization and past performance provided the evaluation committee with confidence in the vendor's capability to perform the requirements of the RFP.
Satisfactory	Experience of organization and past performance <u>either</u> involved some of the scope and magnitude of effort and complexities required in the RFP and was relatively recent, <u>or</u> was of similar scope and magnitude of effort and complexities required in the RFP, but was not recent. Vendor's experience of organization and past performance provided the evaluation committee with adequate confidence in the vendor's capability to perform the requirements of the RFP.
Marginal	Experience of organization and past performance did not involve similar scope and magnitude of effort or complexity required in the RFP. Vendor's experience of organization and past performance provided the evaluation committee with limited confidence in the vendor's capability to perform the requirements of the RFP.
Unsatisfactory	Experience of organization and past performance was not relevant to the requirements in the RFP. Vendor's experience of organization and past performance provided the evaluation committee with little or no confidence in the vendor's capability to perform the requirements of the RFP.

- 1) The rating for the specific elements of the Experience of Organization and Past Performance will have the point values as shown in the table in paragraph 5.9.7 above.

5.11.2 Evaluation of Team Qualifications: The evaluation of the Team Qualifications shall be subjectively based on fact. Information provided by the vendor in response to the Exhibit E, Team Qualifications will be used in the Team Qualifications evaluation.

- a. Scoring of Team Qualifications - The vendor's Team Qualifications will be rated by the state using the rating system as defined below:

Team Qualifications Rating System	
Rating	Definition
Distinctive	Team qualifications include experience and demonstrated expertise involving essentially the same scope and magnitude of effort and complexities required in the RFP. Team qualifications provided the evaluation committee with high confidence in the team's capability to perform the requirements of the RFP.
Superior	Team qualifications include experience and demonstrated expertise involving similar scope and magnitude of effort and complexities required in the RFP with no measurable weaknesses. Team qualifications provided the evaluation committee with confidence in the team's capability to perform the requirements of the RFP.

Team Qualifications Rating System	
Rating	Definition
Satisfactory	Team qualifications include experience and demonstrated expertise involving some of the scope and magnitude of effort and complexities required in the RFP with no significant weaknesses. Team qualifications provided the evaluation committee with adequate confidence in the team's capability to perform the requirements of the RFP.
Marginal	Team qualifications include experience and demonstrated expertise not similar in scope and magnitude of effort or complexity required in the RFP, and one or more significant weaknesses exist. Team qualifications provided the evaluation committee with limited confidence in the team's capability to perform the requirements of the RFP.
Unsatisfactory	Team qualifications include experience and demonstrated expertise not relevant to the requirements in the RFP, and significant weaknesses exist. Team qualifications provided the evaluation committee with little or no confidence in the team's capability to perform the requirements of the RFP.

- 1) The rating for the specific elements of the Team Qualifications will have the point values as shown in the table in paragraph 5.9.7 above.

5.11.3 Evaluation of Methodology, Approach, and Work Plan: The evaluation of the Methodology, Approach, and Work Plan shall be subjectively evaluated based on fact. Information provided by the vendor in response to the Exhibit F, Methodology, Approach, and Work Plan of the RFP will be used to complete the evaluation of the Methodology, Approach, and Work Plan.

- a. Scoring of Methodology, Approach, and Work Plan - The vendor's Methodology, Approach, and Work Plan will be rated by the state using the rating system as defined below:

Methodology, Approach, and Work Plan Rating System	
Rating	Definition
Distinctive	Proposal offers significant benefits beyond the stated requirements. Proposal provides the evaluation committee with high confidence in the proposed approach.
Superior	Proposal offers some benefits beyond the stated requirements with no measurable weaknesses. Proposal provides the evaluation committee with confidence in the proposed approach.
Satisfactory	Proposal offers no significant benefits beyond the stated requirements, and no significant weaknesses exist. Proposal provides the evaluation committee with adequate confidence in the proposed approach.
Marginal	Proposal has one or more significant weaknesses. Proposal provides the evaluation committee with limited confidence in the proposed approach.
Unsatisfactory	Proposal has several significant weaknesses. Proposal provides the evaluation committee with little or no confidence in the proposed approach.

- 1) The rating for the specific elements of the Methodology, Approach, and Work Plan will have the point values as shown in the table in paragraph 5.9.7 above.

5.11.4 Failure to Respond to Evaluation Elements: In the event the vendor fails to provide the information requested in the exhibits pertaining to the evaluation elements identified above, the vendor may receive an "Unsatisfactory" rating for the corresponding evaluation element.

5.12 Question and Answer (Q&A) Conference or Interview:

5.12.1 After an initial evaluation phase, one or more question and answer conference(s) or interview(s) may be conducted with the vendor in person or via a virtual meeting, if deemed necessary by the Division of Purchasing.

- 5.12.2 If requested to be in person at the state's location, the cost of attending the conference shall be at the vendor's expense. All arrangements for the question and answer conference(s) or interview(s) facility and scheduling of the question and answer conference(s) or interview(s) shall be coordinated by the Division of Purchasing. The state will issue a hold the date statement to the vendors prior to the question and answer conference(s) or interview(s) date(s) to allow the vendor time to prepare and book travel arrangements.

5.13 Evaluation of Vendor's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:

5.13.1 MBE/WBE Participation Prerequisites:

- a. In order for the Division of Purchasing (Purchasing) to meet the provisions of Section 37.020 RSMo and 1 CSR 40-1.050, the vendor should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.
 - 1) These targets can be met by a qualified MBE/WBE vendor themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
 - 2) Definition -- Qualified MBE/WBE:
 - 2).1 In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.
 - 2).2 MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
 - 2).3 Minority is defined as belonging to one of the following racial minority groups: Black, American Indian, Hispanic, Asian American and other similar racial minority groups as per Section 37.013, RSMo. Also included are Alaskan Natives, Pacific Islanders, and Aleuts.
 - 3) The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the 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.
 - 4) In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See definition of a qualified MBE/WBE identified herein.)

5.13.2 Evaluation of Vendor's MBE/WBE Participation:

- a. The vendor's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

- 1) If Participation Meets Target: Vendors proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
 - 2) If Participation Exceeds Target: Vendors proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.
 - 3) If Participation Below Target: Vendors proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
 - 4) If No Participation: Vendors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.
- b. MBE/WBE Participation evaluation points shall be assigned using the following formula:

$$\frac{\text{Vendor's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}} \times \frac{\text{Maximum MBE/WBE Participation Evaluation points (10)}}{1} = \text{Assigned MBE/WBE Participation points}$$

- c. If the vendor is proposing participation by MBE/WBEs, in order to receive evaluation consideration for participation by the MBE/WBEs, the vendor must provide the requested information with the proposal.

5.13.3 MBE/WBE Commitment – If the vendor's response is awarded and the vendor received evaluation consideration for the MBE/WBE portion, the percentage level of MBE/WBE participation committed to by the vendor in the Participation Commitment Table shall be interpreted as a contractual requirement. The awarded vendor shall be expected to meet the participation commitment regardless of the products and/or services purchased by the state from the contract.

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

5.14.1 Organization for the Blind and Sheltered Workshop Participation Prerequisites:

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

- 2) The services performed or the products provided by the listed participating organizations must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the listed participating organizations are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

5.14.2 Evaluation of Vendor's Blind/Sheltered Workshop Participation Bonus 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 proposal containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars (\$5,000.00) of the total contract value of proposals for purchases not exceeding ten (10) million dollars (\$10,000,000.00).
- 1) Where the commitment in the proposal exceeds the minimum level set forth in section 34.165 RSMo to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a minimum two percent (2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the proposal (which in the formula will be expressed as a number [Vendor's Commitment Number below], not as a percentage) times two and one-half (2.5) points:

$$\text{Vendor's Commitment Number} \times 2.5 \text{ points} = \text{Awarded Points}$$

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

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

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

5.15 Evaluation of Bonus Point Preference - Service-Disabled Veteran Business Enterprises (SDVEs) Preference:

5.15.1 Organization for the Service-Disabled Veteran Business Enterprises Preference Prerequisites:

- a. In order for the Division of Purchasing (Purchasing) to meet the provisions of section 34.074, RSMo, and 1 CSR 40-1.050, the vendor should secure participation of qualified service-disabled veteran business enterprises (SDVEs) in providing the products/services required in this RFP. Pursuant to

section 34.074, RSMo, and 1 CSR 40-1.050, a three (3)-point bonus preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified SDVE.

b. Definition - Qualified SDVE:

- 1) In order to be considered a qualified SDVE for purposes of this RFP, the SDVE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.
- 2) SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- 3) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
- 4) SDVE has the management and daily business operations controlled by one (1) or more SDVs; and
- 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

c. In order to qualify for any SDVE bonus points, the following conditions must be met:

- 1) The vendor must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
- 2) The services performed or the products provided by the listed participating organizations must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the listed participating organizations are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) In order to be considered for the bonus point preference the SDVEs must be qualified by the proposal opening date (the date the proposal is due). (See above for the definition of an SDVE.)

5.15.2 Evaluation of Vendor's SDVE Participation Bonus Points: If the vendor proposing a SDVE participation percentage meets or exceeds the state's three percent (3%) of the total contract value commitment and provides the required documentation identified herein, then the vendor shall be assigned the three (3) bonus points.

- a. If the vendor is proposing participation by an SDVE, in order to receive evaluation consideration for participation by the SDVE, the vendor must provide the requested information with the proposal.

5.15.3 SDVE Commitment: If the vendor's response is awarded a contract, and the vendor received evaluation consideration for the SDVE participation, the SDVE participation committed to by the vendor on the Participation Commitment Table shall be interpreted as a contractual requirement. The awarded vendor shall be expected to meet the participation commitment regardless of the products and/or services purchased by the state from the contract.

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

EXHIBIT A PROPOSAL SIGNATURE PAGE



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR PROPOSAL (RFP)**

STATE PURCHASE-FY25-0266-SL MOST 529 Consulting Services

Vendor's Organization Name:			
MissouriBUYS Supplier Number:			
Point of Contact:			
Phone Number:		Email Address:	
Mailing Address:			
City/State/Zip:			
Vendor Tax Filing Type with IRS (check one):	<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		
What date did the vendor's organization begin operation?	Date: / / MM/DD/YYYY		

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

Authorized Signature	Date
Printed Name	Title

EXHIBIT B, PROPOSAL SUBMITTAL CHECKLIST

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

No.	Description – While not all documents/items listed below are mandatory in submitting a responsive proposal, failure to provide adequate information to completely address the specified evaluation criteria may at least result in minimal subjective consideration and may result in <u>rejection</u> of the vendor's response.	Task Complete
1.	Complete and sign Exhibit A, Proposal Signature Page.	<input type="checkbox"/>
2.	Complete all pricing required on Exhibit C, Pricing Page(s).	<input type="checkbox"/>
3.	Complete Technical Proposal Exhibit D, Experience of Organization and Past Performance.	<input type="checkbox"/>
4.	Complete Technical Proposal Exhibit E, Team Qualifications.	<input type="checkbox"/>
5.	Complete Technical Proposal Exhibit F, Methodology, Approach, and Work Plan	<input type="checkbox"/>
6.	Complete Exhibit G, Participation Commitment for any MBE, WBE, Organization for the Blind/Sheltered Workshop, and/or SDVE proposed.	<input type="checkbox"/>
7.	Complete Exhibit H, Documentation of Intent to Participate , identifying each MBE, WBE, Organization for the Blind/Sheltered Workshop, and/or SDVE proposed.	<input type="checkbox"/>
8.	Complete Business Compliance Exhibit I, State of Missouri Tax Compliance and attach "Vendor No Tax Due" certificate.	<input type="checkbox"/>
9.	Complete Business Compliance Exhibit J, Registration of Business Name with the Missouri Secretary of State.	<input type="checkbox"/>
10.	Complete and sign Business Compliance Exhibit K, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization (be sure to complete and return the Affidavit of Work Authorization and the vendor's E-Verify Memorandum of Understanding, if required).	<input type="checkbox"/>
11.	Complete Business Compliance Exhibit L, Services Outside the United States.	<input type="checkbox"/>
12.	Complete Business Compliance Exhibit M, Employee/Conflict of Interest.	<input type="checkbox"/>
13.	If applicable, clearly mark, separate, and seal proprietary or confidential information and describe how the proprietary or confidential information meets Chapter 610, RSMo (ref. Section 5 of the RFP).	<input type="checkbox"/>

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

EXHIBIT C - PRICING PAGES**Pricing Requirements and Instructions:**

- a. Pricing For All Line Items - The vendor must provide pricing for all line items as required on the Exhibit C, Pricing Pages.
- b. The vendor shall provide a price for each of the following for providing the products and/or services required herein in accordance with the provisions and requirements of this RFP. The vendor shall provide firm, fixed prices for the original contract period and maximum prices for each renewal period, as required in the following table. All costs associated with providing the required services, including travel, shall be included in the stated prices. (UNSPSC Code: 80101500)
- c. The vendor must provide firm, fixed pricing and must not enter "TBD" (to be determined) or similar comment in response to the line items identified herein. Failure to fully complete the required cost information may lead to a determination that the proposal is non-responsive.

Item	Description	Pricing
01	Engage the 529 Community.	\$ _____ Guaranteed Not-to-Exceed Total
02	Development of RFP for the MOST 529 Program Manager	\$ _____ Guaranteed Not-to-Exceed Total
03	Subject Matter Expertise	\$ _____ Guaranteed Not-to-Exceed Total
04	Transitional Assistance	\$ _____ Firm, Fixed Price Per Hour
05	Additional Consulting, Original Contract Period	\$ _____ Firm, Fixed Price Per Hour
	Additional Consulting, First Renewal Period	\$ _____ Maximum Price Per Hour

**TECHNICAL PROPOSAL EXHIBIT D,
EXPERIENCE OF ORGANIZATION AND PAST PERFORMANCE**

Experience of Organization and Past Performance Submission Instructions: The vendor should provide the information requested below regarding the vendor's compliance with the minimum experience requirements identified in the RFP. Additionally, the vendor should provide the same information for their proposed subcontractors, as applicable.

EXPERIENCE OF ORGANIZATION	
The vendor should describe their overall experience relative to the information requested below that demonstrates similar scope and magnitude of effort, including identifying the recentness of that experience.	
Provide a brief company history, including the number of years in business as currently constituted.	
Describe the nature of the vendor's business, including type of products and/or services provided/performed.	
RFP Experience Provisions	Describe Vendor's Corresponding Experience
Qualified tuition programs (529 plans). (paragraph 2.2.1)	
The competitive 529 marketplace. (paragraph 2.2.3a)	
The MOST 529 plan. (paragraph 2.2.3 b.)	
Strengths and weakness of top industry service providers. (paragraph 2.2.3 c.)	

PAST PERFORMANCE - CASE STUDIES

The vendor should provide three (3) past performance case studies for projects where the products and/or services in the RFP are currently in use or recently used as an indicator of the vendor's past performance. The three (3) case studies should represent the same scope and magnitude of effort and complexity required in the RFP and be recent.

The case study should include the name and contact information for a client representative who can speak to the scope, quality, and impact of the vendor's work. The state, at its discretion, may or may not contact any of the case studies provided by the vendor.

The vendor should clearly indicate if case studies are for proposed subcontractor(s).

Additional Case Studies: In the event the vendor submits more case studies than requested, for evaluation purposes only the first case studies up to the number requested will be considered. Any additional case studies will not be evaluated.

The vendor should duplicate and complete the following table for each case study presented.

CASE STUDY

Project Title	
Duration of the Project	
Specific Contact Information:	Organization Name: Contact Person Name: Contact Telephone Number: Contact Email Address:
Project Annual Budget	
Timeframe Products/Services Provided: (e.g., July 2020 – June 2022)	
Public Sector?	Yes <input type="checkbox"/> No <input type="checkbox"/>
The vendor should summarize below the work performed on the project, the project's objectives, and approach relevant to this RFP.	

TECHNICAL PROPOSAL EXHIBIT E, TEAM QUALIFICATIONS

Team Qualifications Submission Instructions: The vendor should provide detailed information on the experience and qualifications of the vendor's proposed team to perform the requirements of the RFP. The vendor should describe how the proposed personnel comply with the minimum experience and qualifications requirements identified in the RFP. The vendor's proposed team should include both the Leadership Team and Working Team.

TEAM QUALIFICATIONS BIOGRAPHY INSTRUCTIONS

Leadership Team: The vendor should submit no more than four (4) Leadership Team (i.e. executive level personnel who would have major authority over this project) members' biographies for consideration in the evaluation. For evaluation purposes, only the first four (4) biographies will be considered. Any additional biographies submitted will not be evaluated. One (1) member of the Leadership Team should be identified as the vendor's primary person responsible for the delivery of the project. By including their biographies, the vendor is committing the Leadership Team members whose biography(ies) are submitted herein to support the project, should it be awarded.

Working Team: The vendor should submit no more than six (6) Working Team members' biographies for consideration the evaluation. At least two (2) of the Working Team biographies should be representative Project Managers who could lead this project. Other biographies should be representative of the qualifications and experience of consultants, analysts, or other support that would be assigned to the project.

Additional Biographies: In the event the vendor submits more biographies than requested, for evaluation purposes only the first biographies up to the number requested will be considered. Any additional biographies will not be evaluated.

The vendor should duplicate and complete the following table for each proposed team member.

TEAM MEMBER BIOGRAPHY		
Name:		
Title:		
Proposed project role:		
% of time committed to project:		
Proposed Team:	<input type="checkbox"/>	Leadership Team
	<input type="checkbox"/>	Working Team
Education, Certifications, and Other Distinctions		
Degree, certification, or other distinctions	Institution	Date
Example: BA, Business Administration	Washington University in Saint Louis	
Example: Lean Six Sigma Black Belt	Villanova University (online)	
Employment History		
Organization	Role	Dates
Example: Current Company	Partner and leader of organization design practice	2014-present
Example: Company ABC	Director, Strategy and Continuous Improvement	2010-2012

TEAM MEMBER BIOGRAPHY			
Specific Experience Relevant to Project			
Project Team/Position	Specific Experience or Qualification	Team Member's Years of Experience	Brief description of team member's relevant experience (e.g. specific projects; previous employment)
Other			
Other Experience or Background Information			

TECHNICAL PROPOSAL EXHIBIT F, METHODOLOGY, APPROACH, AND WORK PLAN

General Instructions: The vendor should provide the requested information for each of the following sections. The state will assess each proposal based on the responses provided by the vendor.

Direction for Vendor: The vendor should describe how the proposed service meets the requirements identified in Section 2: Statement of Work by addressing the following questions:

2.4 - Engage the 529 Community

1. Describe the outreach plan (including the proposed sequence for engaging the 529 community).

2.5 – Development of RFP for the MOST 529 Program Manager

1. Describe the plan to assist the state agency to develop an RFP for the selection of a qualified Most 529 Program Manager, including the development activities listed in section 2.5 herein.
2. Economic Impact to Missouri: The vendor should describe the economic advantages that will be realized as a result of the vendor performing the required services. The vendor should respond to the following:
 - 1) Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - 2) Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations as a result of the vendor performing the required services.
 - 3) Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
3. 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

2.6 – Subject Matter Expertise

1. Describe the plan to provide subject matter experience as required in section 2.6 herein.

2.7 – Transitional Assistance

1. Describe the plan to provide transitional assistance as required in section 2.6 herein.

EXHIBIT G, PARTICIPATION COMMITMENT

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

MBE/WBE Resources:

A listing of resources that are available to assist vendors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at OEO's website: <http://oeo.mo.gov>

Blind/Sheltered Workshop Resources: A list of Missouri sheltered workshops can be found at the following websites:

Listing of Missouri Sheltered Workshops:

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

Missouri Sheltered Workshop Products/Services Locator:

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

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

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

SDVE Resources: A list of Certified Service Disabled Veteran Business Enterprises (SDVE) can be found at the following website: <https://oeo.mo.gov/sdve-certification-program/> by clicking the "Certified SDVE Vendor Database" button.

Participation Commitment Submission Instructions:

For each MBE and/or WBE, and/or Organization for the Blind/Sheltered Workshop, and/or SDVE proposed, the vendor must:

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

If proposing an entity certified as both MBE and WBE, the vendor must either (1) enter the participation percentage under MBE or WBE, or must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE/WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the applicable columns below.

The services performed or the products provided by the listed MBE/WBE, and/or Organization for the Blind/Sheltered Workshop, and/or SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.

EXHIBIT G, PARTICIPATION COMMITMENT - CONTINUED

MBE/WBE Participation Commitment Table				
Name of Each Qualified MBE/WBE Proposed	Description of Proposed Products/Services and RFP Paragraph Number Which Requires Proposed Products/Services within the Statement of Work	If The Participation Is Not Proposed Throughout The Life Of The Contract, When During the Term of the Contract Proposed Products/Services Would Be Provided/Performed	Committed Percentage of Participation (% of the Actual Total Contract Value)	
			MBE	WBE
			%	%
			%	%
			%	%
Total Committed Percentage(s)			%	%

REMINDER: The vendor must also provide a properly completed Exhibit H, Documentation of Intent to Participate Form.

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

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

EXHIBIT G, PARTICIPATION COMMITMENT - CONTINUED

SDVE Participation Commitment Table			
Name of Each Qualified SDVE Proposed	Description of Proposed Products/Services and RFP Paragraph Number Which Requires Proposed Products/Services within the Statement of Work	If The Participation Is Not Proposed Throughout The Life Of The Contract, When During the Term of the Contract Proposed Products/Services Would Be Provided/Performed	Committed Percentage of Participation (% of the Actual Total Contract Value)
			%
			%
			%
Total Committed Percentage(s) <i>(must minimally be 3%)</i>			%

REMINDER: The vendor must also provide a properly completed **Exhibit H, Documentation of Intent to Participate Form** for each **Qualified MBE/WBE Organization**, each **qualified Blind or Sheltered Workshop**, and each **qualified SDVE**.

EXHIBIT H, DOCUMENTATION OF INTENT TO PARTICIPATE

Instructions: If the vendor is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the vendor must either provide this exhibit or letter of intent recently signed by the proposed MBE/WBE, Organization for the Blind, Sheltered Workshop, and/or SDVE documenting the following information with the vendor's response.

~ Copy This Form For Each Organization Proposed ~

Vendor Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

☐ MBE ☐ WBE ☐ Organization for the Blind ☐ Sheltered Workshop ☐ SDVE

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

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

Authorized Signature:

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

 Date

BUSINESS COMPLIANCE EXHIBITS

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

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

- Business Compliance Exhibit I, State of Missouri Tax Compliance
- Business Compliance Exhibit J, Registration of Business Name with the Missouri Secretary of State
- Business Compliance Exhibit K, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
- Business Compliance Exhibit L, Services Outside the United States
- Business Compliance Exhibit M, Employee/Conflict of Interest

**BUSINESS COMPLIANCE EXHIBIT I -
STATE OF MISSOURI TAX COMPLIANCE**
STATE OF MISSOURI TAX COMPLIANCE

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

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

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

How To Obtain A Vendor No Tax Due Certificate

A "Vendor No Tax Due" certificate can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a "Vendor No Tax Due" certificate can be issued.

A "Vendor No Tax Due" certificate can be obtained by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at <http://dor.mo.gov/forms/943.pdf>. Make sure to select the appropriate "Reason for Request" on page 2 of the form.

For assistance, call (573) 751-9268 or e-mail taxclearance@dor.mo.gov. Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue's website at <http://dor.mo.gov/business/sales>.

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

Instructions: The vendor should complete the information below regarding their "Vendor No Tax Due" status.	
"Vendor No Tax Due" Certificate is Included with the Response (Yes/No)	Yes <input type="checkbox"/> No <input type="checkbox"/>
If the "Vendor No Tax Due" Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR	Date: __/__/____ (MM/DD/YYYY)

**BUSINESS COMPLIANCE EXHIBIT J,
REGISTRATION OF BUSINESS NAME WITH THE MISSOURI SECRETARY OF STATE**

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

In order to verify the vendor is properly registered with the Missouri Secretary of State, the vendor must either be 1) properly registered with the Missouri Secretary of State at time of proposal submission or prior to contract award or 2) must identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

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

Missouri Secretary of State Registration Verification

Registration Verification Instructions: If the vendor's business is already registered, the vendor should complete the table below with the vendor's business name and the charter number assigned to the vendor's business.

Information on registering with Missouri Secretary of State: If the vendor's business is not yet properly registered with the Missouri Secretary of State, the vendor should refer to the Missouri Business Portal at <https://openforbiz.mo.gov/> for additional information.

Business Name	
Charter Number	
Proof of Good Standing Status Included	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State	Date: __/__/____ (MM/DD/YYYY)

Exemptions

Exemption Instructions: If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, the vendor should identify the specific section of 351.572 RSMo, which supports the exemption by placing a checkmark in the appropriate box in the "Indicate if Exemption is Applicable" column in the table below. In addition, the vendor should provide documentation supporting an exemption, if applicable.

Section 351.572 RSMo Subsection 2. Exemption Description	Indicate if Exemption is Applicable (Check the appropriate box)
(1) Maintaining, Defending, or Settling any Proceeding	<input type="checkbox"/>
(2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs	<input type="checkbox"/>
(3) Maintaining Bank Accounts	<input type="checkbox"/>
(4) Maintaining Offices or Agencies for the Transfer, Exchange, and Registration of the Corporation's Own Securities or Maintaining Trustees or Depositories with Respect to those Securities	<input type="checkbox"/>
(5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property	<input type="checkbox"/>
(6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts	<input type="checkbox"/>
(7) Conducting an Isolated Transaction that is Completed Within Thirty Days and that is Not One in the Course of Repeated Transactions of a Like Nature	<input type="checkbox"/>
(8) Transacting Business in Interstate Commerce	<input type="checkbox"/>
Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive)	<input type="checkbox"/>

**BUSINESS COMPLIANCE EXHIBIT K,
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 state agency including Division of Purchasing. |

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.

(Complete Box A if you are a non-business entity as defined above)

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 this RFP and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing 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

**BUSINESS COMPLIANCE EXHIBIT K,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION - CONTINUED**

(Complete Box B 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.

**BUSINESS COMPLIANCE EXHIBIT K,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION - 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

**BUSINESS COMPLIANCE EXHIBIT K,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION - CONTINUED**

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

**BUSINESS COMPLIANCE EXHIBIT L,
SERVICES OUTSIDE THE UNITED STATES**

Pursuant to [Executive Order 04-09](#) subparagraph 4, no state agency shall award a contract to a vendor who contemplates performing work (or having a subcontractor perform work) pursuant to the contract at a site outside of the United States, unless one of the exceptions identified below are met. This document must be satisfactorily completed prior to an award of a contract.

Therefore, the vendor must disclose whether services proposed would be performed at a location outside of the United States and provide details in the space below or on an attached page. If vendor does not complete the table below, the vendor is committing to complete all work in the United States for the duration of the contract.

Will any of the services proposed by the vendor (or a proposed subcontractor) be performed at sites outside the United States? <u>If the answer is “yes”, then provide the information below.</u> If the answer is “no”, then the vendor does not need to complete the rest of this exhibit.		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Identify the name of the vendor and/or proposed subcontractor(s) that would be performing services at a site outside the United States.			
Describe the services proposed to be performed at sites outside the United States.			
Identify where the services would be performed at sites outside the United States.			
Identify when (specific timeframe) in the life of the contract the services would be performed at sites outside the United States.			
Identify why the services need to be performed at sites outside the United States.			
Identify whether the proposed services meet at least one of the conditions described in section 4, subparagraphs a, b, c, and d of Executive Order 04-09 and how the exception(s) is met. If the answer is “yes” and exemption applies, then provide the information below.		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Mark the appropriate exemption below, and provide the requested details: (a) <input type="checkbox"/> Unique good or service that is deemed mandatory pursuant to the requirements herein and has no comparable domestically-provided good or service that can adequately duplicate the unique features provided by the vendor or its subcontractor. EXPLAIN HOW THE GOOD OR SERVICE IS UNIQUE: _____ (b) <input type="checkbox"/> Foreign firm hired to market Missouri services/products to a foreign country. IDENTIFY THE APPLICABLE RFP PARAGRAPHS HEREIN: _____ (c) <input type="checkbox"/> A significant or substantial economic cost factor exists that outweighs the economic impact of providing the function or professional services within the United States, and such failure in using the vendor or subcontractor’s services would result in economic hardship to the state. EXPLAIN HOW: _____ (d) <input type="checkbox"/> 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 services being performed at sites outside the United States identified above: ____%			

**BUSINESS COMPLIANCE, EXHIBIT M,
EMPLOYEE/CONFLICT OF INTEREST**

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

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