

State of Missouri
DEPARTMENT OF HEALTH AND SENIOR SERVICES



Invitation for Bid (IFB) for Filter Service and System Certification

SOLICITATION NO.:	DHSS-FY25-0036-SL
ISSUE DATE:	April 7, 2025
CONTRACT PERIOD:	Date of Award through May 22, 2026
TRACKING NO.:	57280

BID DUE NO LATER THAN: May 7, 2025 AT 3:00 PM CENTRAL TIME

Response should be submitted electronically through MissouriBUYS, powered by MOVERS, at <https://missouribuyss.mo.gov> but may respond by hard copy (see mailing instructions below)

MAILING INSTRUCTIONS: Print or type **IFB Number** and **Return Due Date (End Date)** on the lower left hand corner of the envelope or package. Bids must be in the Department of Health and Senior Services office 920 Wildwood Dr., Jefferson City, MO 65109 by the end date and time.

RETURN BID TO: (U.S. Mail)

Department of Health and Senior Services
 Bureau of Procurement Services
 P.O. Box 570
 Jefferson City, MO 65102-0570

or

(Courier Service)

Department of Health and Senior Services
 Bureau of Procurement Services
 920 Wildwood Dr.
 Jefferson City, MO 65109

IFB CONTACT INFORMATION:

PROCUREMENT OFFICER: Carol Sturm

PHONE NO.: (573) 751-6021

EMAIL: carol.sturm@health.mo.gov

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

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

Missouri Department of Health and Senior Services
State Public Health Laboratory
101 N. Chestnut, Jefferson City, MO 65101

ATTENTION:

1. After reviewing the Invitation for Bid (IFB), the Vendor must complete and return **Exhibit 1, Bid 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 IFB'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 response.** 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.

IFB Organization:

IFB 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
IFB Attac	Attachment A	Certifications and Special Provisions
IFB Vendor Response Exhibits (Return these exhibits with the bid)	Exhibit 1	Bid Signature Page
	Exhibit 2	Bid Submittal Checklist
	Exhibit 3	Pricing Page
	Exhibit 4	Technical Bid –Experience of Organization and Past Performance
	Exhibit 5	Technical Bid – Personnel Qualifications
	Exhibit 6	Technical Bid – Methodology, Approach and Technical Capabilities
	Exhibit 7	Participation Commitment
	Exhibit 8	Documentation of Intent to Participate
	BUSINESS COMPLIANCE EXHIBITS	
	Exhibit 9	State of Missouri Tax Compliance
	Exhibit 10	Registration of Business Name with the Missouri Secretary of State
	Exhibit 11	Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
	Exhibit 12	Services Outside the United States
	Exhibit 13	Employee/Conflict of Interest

1. INTRODUCTION AND BACKGROUND INFORMATION SECTION

1.1 Introduction:

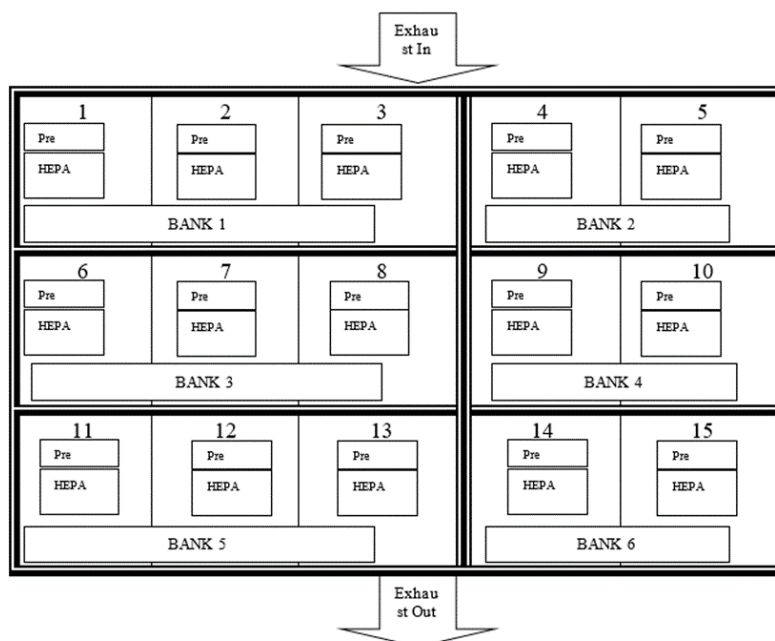
1.1.1 Purpose: This document constitutes a request for competitive, sealed bids for the provision of filter service and system certification services as set forth herein for Department of Health and Senior Services (hereinafter referred to as “Department/state agency”).

- a. Certify HEPA filter bank annually.
- b. Decontaminate and replace pre-filters and HEPA filters as needed.
- c. Maintain contract for full room decontamination for Select Agent regulations.

1.2 Background and Historical Usage Information:

1.2.1 The Department of Health and Senior Services, Missouri State Public Health Laboratory is a Bio-Safety Level 3 (BSL 3) lab providing a wide range of diagnostic and analytical services to promote, protect and assure the health of Missouri citizens. The services include quality assurance laboratory testing for infectious diseases, genetic disorders and environmental health concerns, both in support of public health programs and as a reference laboratory performing unusual or specialized procedures.

1.2.2 The Department of Health and Senior Services, Missouri State Public Health Laboratory’s high-efficiency particulate absorption (HEPA) bank system is three (3) tiers high (top, middle, bottom). The HEPA bank system is divided into six (6) individual banks: Banks 1, 3, and 5 have three (3) pre-filters and three (3) HEPA filters per bank. Banks 2, 4 and 6 have two (2) HEPA filters per bank. Vaporized hydrogen peroxide (VHP) (or other Hydrogen Peroxide means, chlorine dioxide or other low temp antimicrobial vapor means agree to by the Department) has to be introduced into each bank individually. (See diagram below)



1.3 Previous Contract Information:

- 1.3.1 A previous contract exists for the products and/or services being obtained via this IFB.
- 1.3.2 A copy of the contract can be requested at <https://health.mo.gov/about/sunshine-requests.php>. Please reference the contract number KQ2000048461 when requesting this document.
- 1.3.3 State Expenditures: The Missouri Accountability Portal (MAP) located on the Internet at: <http://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the site information and disclaimer links: <https://mapyourtaxes.mo.gov/MAP/Help/MapExpendituresHelp.htm> and <https://mapyourtaxes.mo.gov/MAP/Help/MapExpendituresHelp.htm#disclaimer>. Then search by the contract numbers shown above when searching for the financial information.

1.4 IFB Questions:

- 1.4.1 Procurement officer 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 IFB, the evaluation, etc., to the procurement officer indicated on the first page of this IFB. It is preferred that questions be emailed to the procurement officer.
 - 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>.
- 1.4.2 Vendor is Responsible for Asking Questions About the IFB: It is the Vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the Vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the Vendor's ability to submit a response.
- 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 IFB, 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 bid end date and time of the bid. If not received prior to ten (10) calendar days before the bid end date and time, the Department 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 Department's consideration of questions and issues, if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB amendment(s); if the Department determines the questions and issues did not provide further clarity to the IFB, the Department will notify the Vendor, and no IFB amendment will be provided. All Vendors will be advised of any change to the IFB's language, specifications, or requirements by a formal amendment to the IFB. There will be no posted written records of the questions/communications (i.e., formal question/answer document).

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

1.5 Amendments:

1.5.1 If the Department determines that changes to the IFB are necessary, the resulting changes will be included in a subsequently issued IFB amendment(s) prior to the bid end date and time.

1.6 Building Tour:

1.6.1 Mandatory Tour of Missouri Public Health Laboratory located at 101 N. Chestnut, Jefferson City, MO: Unless a Vendor has specific prior knowledge of the building, all Vendors must tour the building. A tour of Missouri Public Health Laboratory has been scheduled for TUESDAY, APRIL 15, 2025, BEGINNING PROMPTLY AT 02:00 P.M. Vendors must ensure that a record is made of the Vendor's participation in the tour. An attendance record will be available.

- a. Building Information: Vendors are advised that participation in a tour of the building is considered essential to obtain a clear and complete understanding of the requirements of this IFB. In order to have a clear understanding of the requirements outlined herein, the Vendor must attend the building tour. The Department will maintain the attendance record from the scheduled tour as documentation of all Vendors who attended the tour. However, the Vendor's response to the IFB should provide any relevant information regarding their familiarity with the physical layout, condition, etc. of the building.
- b. The purpose of the tour is to allow potential Vendors an opportunity to inspect the building prior to submitting a response. As a result, each Vendor is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site condition, facilities, and/or any other existing condition, factor, or item that may affect or impact on the performance of service described and required in the Section 2: Scope of Work Section herein.

- c. The Vendor shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to, the Vendor's failure to observe existing conditions, etc.
- d. Vendors are strongly encouraged to advise the Department, at least five (5) calendar days prior to the scheduled tour of the building, of any special accommodations needed people with health conditions or impairments who will be attending the tour so that these accommodations can be made.

1.7 Glossary of Terms and Acronyms:

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

1.7.2 General Glossary, Acronyms, and Abbreviations:

- a. **Agency and/or State Agency/Department** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased. The Department is also responsible for payment, unless otherwise specified herein. Note: The terms "Department", "state agency", "state", and "State of Missouri" are used interchangeably throughout the document and have the same meaning.
- b. **Amendment** means a written, official modification to a solicitation or contract.
- c. **Attachment** applies to all documents which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid End Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Procurement officer** means the procurement staff member of the Department.
- f. **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.
- g. **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.
- h. **Contractor** means a Supplier, bidder, person, or organization who is a successful Vendor as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the Vendor to complete and submit with their response prior to the specified end date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the Department to potential Vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes 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 IFB); General Contractual Requirements; and Vendor Submission, Evaluation, and Award Information; and the IFB Vendor Response Exhibits, Attachments, and Amendments of the IFB.

- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **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.
- n. **Pricing Page(s)** applies to the form(s) on which the Vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the Vendor with the response prior to the specified bid end date and time.
- o. **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.
- p. **Reasonable, Necessary or Proper** as used herein shall be interpreted solely by the State of Missouri.
- 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 the Department.
- 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, bidder, person, or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.

1.8 Accuracy of Background Information:

- 1.8.1 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 IFB.

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

2. SCOPE OF WORK SECTION

2.1 General Requirements:

- 2.1.1 The Contractor shall provide filter system integrity testing and certification that meets the minimum standards of IEST-RP-CC0034.3 or owner specifications emergency and non-emergency repairs and services for the Department of Health and Senior Services, Missouri State Public Health Laboratory (hereinafter referred to as “state agency”), in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
- 2.1.2 The Contractor shall understand and agree that any decontamination services provided by the Contractor shall meet or exceed current American National Standards Institute (ANSI) standards, American Society of Mechanical Engineers (ASME) standards, applicable CDC Biosafety in Microbiological and Biomedical Laboratories (BMBL) standards, and the filter manufacturer/owner specifications.
- 2.1.3 The Contractor must have answering services that allow the Contractor to be available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4 The Contractor must provide qualified, trained personnel to provide services in a manner satisfactory to and acceptable by the state agency.
- 2.1.5 The Contractor’s personnel shall wear appropriate personal protection equipment when providing services.
- 2.1.6 The Contractor shall either provide the services directly or shall provide personnel who must comply with the requirements stated herein. Therefore, references to “the Contractor” throughout this document shall also be deemed to include the personnel provided by the Contractor.
- 2.1.7 After the award, unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Central Services

Program Contact: Heather Moser

Address: 101 Chestnut, Jefferson City, MO 65101

Phone: 573-751-3334

Email: Heather.Moser@health.mo.gov

- 2.1.8 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 bid submission and for the duration of the contract:
- a. The Contractor must have a minimum of five (5) years' experience.
 - b. The Contractor must be CETA National Board of Testing or equivalent certified.
- 2.2.2 The Contractor's personnel must meet or exceed the following minimum experience requirements at the time of the bid submission and for the duration of the contract:
- a. The Contractor's personnel must be CETA National Board of testing or equivalent certified.
 - b. The Contractor's personnel must be experienced in inspection, certification, decontamination, filter replacement, etc. of similar equipment identified herein.
- 2.3 **HEPA System Service and Certification:** If requested by the state agency, the Contractor shall perform the following on an as-needed, if-needed basis, potentially including Saturday or Sunday, or at a time mutually agreed upon between the Contractor and the state agency:
- 2.3.1 HVAC Exhaust Duct Decontamination – The Contractor shall decontaminate the HVAC ducts after normal business hours (i.e. 8 a.m. - 5p.m., Monday through Friday), or at a time mutually agreed upon by the Contractor and the state agency.
- a. With the exhaust system running, the Contractor shall utilize Vaporized hydrogen peroxide (VHP) (or other Hydrogen Peroxide means or Chlorine Dioxide or other low temp antimicrobial vapor means as agreed to by the state agency) on the down side of the area to be serviced and monitor concentration levels in order to obtain proper distribution, penetration, and contact time to complete sterilization through the exhaust duct.
 - b. Upon completion of the HVAC exhaust duct decontamination, the Contractor shall change pre-filters and the HEPA filters. The Contractor shall perform an integrity test utilizing a challenge material and meter to probe the duct work to verify the HEPA filter integrity.
 - c. Upon verification of the HEPA filter integrity, the Contractor shall attach a certification of compliance sticker to the HEPA Filter Bank. At a minimum, the sticker must contain the name of the individual who performed the certification, the test report number, the date of the test, and the date the next integrity test is due.
- 2.3.2 Pre-Filters Replacement – The Contractor shall understand and agree that the state agency anticipates the replacement of pre-filters will be required one (1) time per year or when the gauge readings decrease by one (1) inch.

- a. When replacing the pre-filters, the Contractor shall:
 - 1) Use new 24 x 24 x 2 HC pleated pre-filters from P&G Manufacturing Company, Part #6B924, or equivalent.
 - 2) Utilize a bag-in, bag-out procedure with bag kit 60c x 72 (clear or amber) with 18" mouth, 8 ½" cinching strap, and 78" security strap, and three gloves, from P&G Manufacturing Company, Part #45-209, or equivalent.
 - 3) Understand and agree that the state agency will be responsible for the disposal of the replaced pre-filters.
- b. Upon replacement of the pre-filters, the Contractor shall perform an integrity test utilizing a challenge material and meter to probe the duct work to verify the HEPA filter integrity test.
- c. Upon completion of the integrity test, the Contractor shall attach a certification of compliance sticker to the HEPA Filter Bank. At a minimum, the sticker must contain the name of the individual who performed the test, the test report number, the date of the test, and the date the next integrity test is due.

2.3.3 HEPA Filter Replacement –

- a. When replacing the HEPA filters, the Contractor shall:
 - 1) Utilize new 24 x 24 x 11.5 metal framed HEPA filters, Efficiency % 99.994 @ 0.3 micron, Initial Resistance (Water Gauge) < 1.5 SCFM 2000, Pack ASOEM, from Aerostar, Part #41875, or equivalent.
 - 2) Utilize a bag-in, bag-out procedure with bag kit 84c x 96 (clear or amber) with 18" mouth, 8 ½" cinching strap, and 110" security strap, and three gloves, from P&G Manufacturing Company, Part #45-224, or equivalent.
 - 3) Understand and agree that the state agency will be responsible for the disposal of the replaced HEPA filters.
- b. Upon replacement of the HEPA filters, the Contractor shall perform an integrity test utilizing a challenge material and meter to probe the duct work to verify the HEPA filter integrity.
- c. Upon completion of the HEPA filter integrity test, the Contractor shall attach a certification of compliance sticker to the HEPA Filter Bank. At a minimum, the sticker must contain the name of the individual who performed the test, the test report number, the date of the test, and the date the next integrity test is due.

2.3.4 HEPA Filter Bank Decontamination

- a. When decontaminating the HEPA filter bank, the Contractor shall:
 - 1) Utilize Vaporized hydrogen peroxide (VHP) (or other Hydrogen Peroxide means or Chlorine Dioxide or other low temp antimicrobial vapor means as agreed to by the state agency) and monitor concentration levels in order to obtain proper distribution, penetration, and contact time to complete sterilization.
 - 2) Utilize new 24 x 24 x 11.5 metal framed HEPA filters, Efficiency % 99.994 @ 0.3 micron, Initial Resistance (Water Gauge) < 1.5 SCFM 2000, Pack ASOEM, from Aerostar, Part #41875, or equivalent.
 - 3) Utilize a bag-in, bag-out procedure with bag kit 84c x 96 (clear or amber) with 18" mouth, 8 1/2" cinching strap, and 110" security strap, and three gloves, from P&G Manufacturing Company, Part #45-224, or equivalent.
 - 4) Understand and agree that the state agency will be responsible for the disposal of the replaced HEPA filters.
- b. Upon completion of the HEPA Filter Bank decontamination, the Contractor shall perform an integrity test utilizing a challenge material and meter to probe the duct work to verify the HEPA filter integrity.
- c. Upon completion of the integrity test, the Contractor shall attach a certification of compliance sticker to the HEPA Filter Bank. At a minimum, the sticker must contain the name of the individual who performed the test, the test report number, the date of the test, and the date the next integrity test is due.

2.3.5 HEPA Bank Integrity Test and Certification Requirements – Upon completion of the HVAC exhaust duct decontamination, pre-filter replacement, HEPA Filter Bank replacement, or the HEPA Filter Bank decontamination, the Contractor shall perform an integrity test utilizing a challenge material and meter to probe the duct work to verify the HEPA filter integrity.

- a. Upon completion of the integrity test, the Contractor shall attach a certification of compliance sticker to the HEPA Filter Bank. At a minimum, the sticker must contain the name of the individual performing the certification, the test report number, the date of the test, and the date the next integrity text is due.

2.4 Emergency and Non-Emergency Repair/Service Requirements:

- 2.4.1 If requested by the state agency, the Contractor shall provide emergency and non-emergency repairs/services to any state agency equipment and decontamination and filter replacement.

The Contractor shall agree that emergency and non-emergency repairs/services authorization will be made verbally by authorized personnel of the state agency and shall be for equipment that the Contractor is responsible for as part of the contract.

- a. For emergency repair/service, the Contractor shall arrive at the state agency within five (5) hours after verbal notification from the state agency, or by a time mutually agreed upon by the Contractor and the state agency.
- b. For non-emergency repair/service, the Contractor shall arrive at the state agency by no later than twenty-four (24) hours after verbal notification from the state agency or by a time mutually agreed upon by the Contractor and the state agency.

2.4.2 In the event the Contractor discovers any malfunction of the HEPA Filter Bank during the course of providing any required services of the contract, the Contractor shall immediately report to the state agency any repairs deemed necessary by the Contractor.

2.4.3 Upon receipt of verbal approval from the state agency, the Contractor shall perform the necessary repairs immediately or at a time mutually agreed upon by the Contractor and the state agency.

2.5 Large Scale Room Decontamination:

2.5.1 If for any reason the state agency laboratory needs a large scale room and surface area decontamination due to biological release, spill or similar incident in a Biosafety Level 3 laboratory, the Contractor shall provide Vaporized Hydrogen Peroxide (or other Hydrogen Peroxide means or Chlorine Dioxide or other low temp antimicrobial vapor means as agreed to by the state agency) decontamination services including but not limited to: walls, ceilings, floors, and surface areas.

- a. The state agency will notify the Contractor of the need for large scale decontamination services. The state agency will provide the space specifications, what the hazards are, and response time needed. The Contractor may be required to perform decontamination outside normal business hours.
- b. The Contractor shall submit an estimate of the hours required to fulfill the request, response time, cost estimate based on costs stated on the Pricing Page, means of containment, means of decontamination, and what means of biological indicators will be used as verification of decontamination.
- c. Upon completion of large scale decontamination, the Contractor shall submit a certification report detailing the completed services and method of decontamination.

2.6 Performance/Product Requirements:

- 2.6.1 Estimated Quantities: The quantities indicated in this IFB are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. Unless otherwise specified herein, the State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.
- 2.6.2 Substitutions: The Contractor shall not substitute any item(s) that has been awarded to the Contractor without the prior written approval of the Department.
- a. In the event an item becomes unavailable, the Contractor shall provide a suitable substitute item. The Contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.
 - b. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The Contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the Contractor. The Department shall be the final authority as to acceptability of any proposed substitution.
 - c. Any item substitution shall require a formal contract amendment authorized by the Department prior to the state acquiring the substitute item under the contract.
 - d. The state may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the State of Missouri. The Contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the Contractor.
- 2.6.3 Replacement of Damaged Product: The Contractor shall repair or replace any item or components received in damaged condition at no cost to the State of Missouri. This includes all delivery/transportation costs for returning non-functional items to the Contractor for replacement.
- 2.7 Other Requirements/Reporting Requirements/Reporting and Recordkeeping Requirements:**
- 2.7.1 Publicity: Any publicity release mentioning contract activities shall reference the contract number and the state agency. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the state agency. The Contractor shall obtain approval from the state agency prior to the release of such publicity or publications.
- a. Notwithstanding subparagraph 1 of this section, in the event the Contractor is a university and intends to create a scholarly publication using materials created for the Department under this project, the Contractor shall provide the Department with the opportunity to review and to provide comment on the proposed publication. At the Department's

request, Contractor will insert a disclaimer in any publication that says the publication does not necessarily reflect the views or opinions of the Department. Any such publication created by the Contractor shall contain acknowledgment of the Department's sponsorship as required by 48 CFR § 52.227-14(c).

- 2.7.2 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.
- 2.7.3 Periodic Reports: On an annual basis, the Contractor shall provide the state agency with a Preventative Maintenance (PM) report per Fiscal Year.
- 2.7.4 By no later than five (5) business days of completion of the HVAC exhaust duct decontamination; pre-filter replacement; HEPA filter replacement; HEPA Filter Bank decontamination, or HEPA Bank integrity test and certification, the Contractor shall provide the state agency with a Performance Test and Certification Report. The Performance Test and Certification Report must include, but is not necessarily limited to, the following:
- a. Detail of the testing method,
 - b. Test results,
 - c. Testing criteria,
 - d. Test equipment identification,
 - e. Recommendations for repairs/parts/materials needed, if any,
 - f. Date certification was completed, and
 - g. Name of the individual that performed the test.
- 2.7.5 Retention of Records and Documents: Unless specified in writing as a shorter period of time, the Contractor shall preserve and make available with no limitation all books, documents, papers, and records involving transactions related to the contract for a period of three years from the date of the cancellation, expiration, or termination of the contract. Records and supporting documentation under audit or involved in litigation shall be kept for three years following the conclusion of the litigation or audit. During the contract period, access to these items shall be provided through a vehicle specified by the state agency. During the post contract period delivery and access to these items shall be at no cost to the state agency.
- 2.7.6 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.

2.8 Budget and Allowable Costs:

- 2.8.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated on the Pricing Page, Exhibit 3, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 2.8.2 The Contractor shall follow competitive procurement practices.

2.9 Electronic Funds Transfer, Invoicing, and Payment Requirements:

- 2.9.1 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>.

2.9.2 Invoicing: The Contractor shall submit itemized invoices fifteen (15) business days of completion of services performed. The Contractor shall perform the services prior to invoicing the state agency.

- a. The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form and submit the invoice to the address on the front page of this document / the following address:

Missouri Department of Health and Senior Services
State Public Health Laboratory
P.O. Box 570
Jefferson City, MO 65102-0570
Email: sphlfiscalunit@health.mo.gov

- b. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the Contractor's MissouriBUYS (WebProcure/Proactis) Vendor registration.
- c. The invoice number will be listed on the state's EFT amendment record to enable the Contractor to properly apply state payments to invoices. The Contractor must comply with all other invoicing requirements stated in the IFB.
- d. The Contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.

2.9.3 Payment:

- a. Payments are due upon receipt of a valid itemized 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 Contractor shall submit the final itemized invoice within thirty (30) calendar days after the service. The Department shall have no obligation to pay any invoice submitted after the due date.
- c. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.

- d. 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.
- e. 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>.

- 2.9.4 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.
- 2.9.5 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.
- 2.9.6 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
- 2.9.7 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.
- 2.9.8 The total payments and reimbursements to the Contractor for all services and expenses shall not exceed the firm, fixed price stated on the Exhibit 3, Pricing Pages.

- 2.9.9 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.Vendorservices.mo.gov/Vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://sam.gov/content/assistance-listings>.
- 2.9.10 Other than the payments and reimbursements specified in the contract, no other payments or reimbursements 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 Department.

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 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
- 3.4.2 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.
- 3.4.3 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.

3.4.4 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>

3.4.5 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 Elected or Appointed Officials and Employees:

3.6.1 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.

3.7 Indemnification:

3.7.1 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.

3.8 Legal Proceedings:

3.8.1 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 IFB 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.

3.8.2 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.

3.8.3 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.

3.9 Funds Requirements:

- 3.9.1 The Contractor shall understand and agree that the contract may involve the use of federal funds. The Contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in Attachment A, Certifications and Special Provisions, or other requirements identified by the federal government.

3.10 Invoicing and Payment:

- 3.10.1 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.

3.11 Non-Appropriation of Funds:

- 3.11.1 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).

3.12 Work Outside the United States:

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

3.13 Open Records:

- 3.13.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review. Pursuant to section 610.021, RSMo, responses and related documents shall not be available for public review until after a contract is executed.

3.14 Protests:

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

3.15 Record Access:

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

3.16 State Preferences:

- 3.16.1 If the Contractor's awarded bid included state preferences, the Contractor must comply with the rules applicable to those preferences including:
- a. Section 34.070 and section 34.073 RSMo for Missouri business preferences;
 - b. Section 34.074 RSMo and 1 CSR 40-1.050 for Service Disabled Veteran Enterprises; and
 - c. Section 34.165 RSMo and 1 CSR 40-1.050 for Organizations for the Blind/Sheltered Workshops.
- 3.17 **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 IFB (including all Exhibits and Attachments included in the IFB) as amended by: IFB amendment(s) issued prior to bid closing, and contract amendment(s);
- b. the most current version of the Contractor's bid, state-requested clarification responses, and contract amendment responses, and
- c. the Department's acceptance of the response (bid) 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 IFB shall govern in the event of a conflict with the Contractor's response.

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 Department's "notice of award").

4.1.7 The Department will 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 Department prior to the effective date of such change. No other means shall be used or construed as an amendment or modification to the contract.

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 IFB.
- 4.3.2 The parties may renew the agreement for four (4) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.
- a. If the option for renewal is exercised, the Contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page Analysis of the contract.
- 1) If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- 2) In addition, the Contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the Department 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 bid process may be conducted. The Contractor shall also understand and agree the Department 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 bid process may be conducted.

4.4 Contract Pricing:

- 4.4.1 All prices shall be firm, fixed, and as indicated in the **Exhibit 3, 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 Renewal Pricing: If the option for renewal is exercised by the Department, the Contractor shall agree that the prices for the renewal period shall not exceed the prices for the applicable renewal period stated on the **Exhibit 3, Pricing Pages**.
- a. If renewal prices are not provided with the accepted response, 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 Department reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination. 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 Department may cancel the contract. At its sole discretion, the Department may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. As specified by the Department, the actual cure must be completed within no more than ten (10) state business days from notification, or at a minimum the Contractor must provide the Department within ten (10) state business days from notification a written plan detailing how the Contractor intends to cure the breach.
- 4.6.2 If the Contractor fails to cure the breach or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- 4.6.3 If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the Contractor for any additional costs incurred thereby.
- 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 Department of all contract assignments, which shall be addressed in a contract amendment. Any other means of assignment shall be void and of no effect. Subject to the foregoing, the contract shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

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 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 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the Contractor.
- 4.12.2 The Contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- 4.12.3 The Contractor shall understand and agree that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the Contractor of the responsibility for providing the products/services as described and set forth herein.
- 4.12.4 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.

- 4.12.5 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.
- 4.12.6 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

4.13 Substitution of Personnel:

- 4.13.1 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 response. 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.

4.14 Coordination:

- 4.14.1 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 throughout the effective period of the contract.

4.15 Property of State:

- 4.15.1 All documents, reports, supplies, 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 Monitoring:

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

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.
- 4.19.3 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the state agency or that the Contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the state agency and the patient/client or the patient's/client's parent or legal guardian unless such disclosure is required by law.

- a. The Contractor assumes liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's/provider's subcontractors and employees.
- b. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated under HIPAA, including but not limited to the Federal Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164, the "Privacy Rule"), the Security Standards for the Protection of Electronic Protected Health Insurance (45 CFR part 164, subpart C, the "Security Rule"), and Breach Notification for Unsecured Protected Health Information (45 CFR Parts 160 and 164, the "Breach Notification Rule").

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

4.19.5 The Contractor shall agree that the Department utilizing the Contractor's services may be required to comply with 45 CFR 160 and 45 CFR 164, and that to achieve such compliance, the Contractor must appropriately safeguard Protected Health Information (as that term is defined in 45 CFR 164.501), which the Contractor receives from or creates or receives on behalf of the Department. In such situations and to provide reasonable assurance of appropriate safeguards, the Contractor shall be required to sign a Business Associate Agreement provided by the using Department.

4.20 **Force Majeure:**

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

4.21 **Actions, Suits, or Proceedings:**

4.21.1 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.

- 4.21.2 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 Department immediately.

4.22 Warranties and Representations:

- 4.22.1 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 Department,
 - b. be fit and sufficient for the purpose expressed in the IFB,
 - c. for any goods provided, be merchantable,
 - d. be of good materials and workmanship, and
 - e. be reasonably free from defect.
- 4.22.2 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.

4.23 Conflict of Interest:

- 4.23.1 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.

4.24 Remedies and Rights:

- 4.24.1 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.
- 4.24.2 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.
- 4.24.3 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.

4.25 Communications and Notices:

- 4.25.1 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.

4.26 Survivability of Terms:

- 4.26.1 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 Bid Submission Overview:

- 5.1.1 Vendors must examine the entire IFB 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 IFB, the evaluation, etc., to the procurement officer of record indicated on the first page of this IFB. It is preferred that questions be emailed to the procurement officer.
- 5.1.3 It is the Vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department believes that any IFB 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 bid. Likewise, if the IFB lacks needed clarity and will otherwise necessitate the inclusion of Vendor assumptions, Vendor should request an amendment to the IFB 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 IFB, and (3) be priced as required.
- 5.1.5 By submitting a bid, the Vendor agrees to furnish the equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- 5.1.6 Bid responses, including all prices therein, shall remain valid for 90 calendar days from bid opening. If the bid is accepted and awarded, the entire response, including all prices, shall be firm for the specified contract period.
- 5.1.7 All equipment and supplies offered in a bid response must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- 5.1.8 The Department reserves the right to officially amend or cancel an IFB after issuance.

5.2 Preparation of Bid:

- 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 bid response.

- 5.2.2 IFB Vendor Response Exhibits: The Vendor must submit properly completed IFB Vendor Response Exhibits as their response. Each exhibit includes instructions outlining the information to be provided in response to the exhibit.
- a. **Exhibit 1, Bid Signature Page** should be completed and placed at the beginning of the response 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 IFB as modified by any IFB amendments. The remaining exhibits should be placed in sequential order after the **Exhibit 1, Bid Signature Page**.
 - b. Vendors do not need to return the IFB Sections or IFB Attachments contained herein with their response.
- 5.2.3 Bid Preparation Costs: Any and all costs incurred by the Vendor in preparing or submitting a response shall be the Vendor's sole responsibility whether or not any award results from this IFB. The state shall not reimburse such costs.
- 5.2.4 Bid Page Numbering: The response should be page numbered.
- 5.2.5 Bid Font: The bid should be easily readable and legible fonts, 11 point or above, should be used. For graphics or illustrations within the bid, the font size may be smaller than 11 point.
- 5.2.6 Embedded Files, Hyperlinks, and Video Clips: The Vendor should not include embedded files, hyperlinks, or video clips within their response to the IFB. 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.
- 5.2.7 Completeness of Bid: It is the Vendor's sole responsibility to submit complete and clear information in their bid in response to the IFB 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 bid. 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 bids shall be ineligible for award pursuant to 1 CSR 40-1.050(21) which, in part, states, "(21) Awards are to be made to the bidder/offeror whose bid/proposal complies with— (A) All mandatory specifications and requirements of the bid/proposal." Therefore, taking exception to mandatory provisions of the IFB shall place the Vendor at risk for being non-responsive and ineligible for award.

- 5.3.2 Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- a. Exceptions to mandatory provisions of the IFB place the Vendor at risk for being non-responsive and ineligible for award.
 - b. Section 1 of the IFB provides required instructions for addressing IFB questions and requesting changes or clarifications to the IFB prior to the bid end date.
- 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 IFB and its contractual requirements.
- 5.3.4 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 IFB, such a Vendor may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The Vendor should include a complete list of statutory references and citations for each provision of the IFB, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by the Department or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
- 5.3.5 In the event all Vendors fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all Vendors and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual response.

5.4 Foreign Vendors:

- 5.4.1 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://missouribuys.mo.gov>) website.
- a. When submitting a response, the Vendors who do not have an IRS Employer Identification Number should attach a note to the front page of their response advising the Department if: (1) a completed and signed W-8 form is included with the response or (2) a completed and signed W-8 form is attached to their 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://missouribuy.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.)

5.5 Solicitation Response Submission Options:

- 5.5.1 Vendors have the option of submitting their bid either as an electronic response or as a hard copy response. Instructions on how a registered Vendor responds to a bid on-line are available on the MissouriBUYS, powered by MOVERS website at: <https://missouribuy.mo.gov/media/pdf/movers-bid-response-instructions> (see Bid Response Instructions for MissouriBUYS, powered by MOVERS).

5.6 Hard Copy Submission of Solicitation Response:

- 5.6.1 If the Vendor is submitting a bid via the mail or a courier service or is hand delivering the bid, the Vendor should include completed exhibits, forms, and other information concerning the bid, including completed Pricing Page(s), with the bid. The Vendor is instructed to review the bid submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.
 - a. The Vendor should include the solicitation number, company name, and a contact name on the hard copy bid documents.
 - b. The Vendor should include three (3) additional copies along with their original bid. The front cover of the original bid should be labeled “original” and the front cover of all copies should be labeled “copy”.
 - c. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the Vendor is requested to print the bid double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted in a notebook or binder.

5.7 On-line Submission of Solicitation Response:

- 5.7.1 In order for the Vendor to submit their bid 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.missouribuy.mo.gov>.

Detailed instructions pertaining to Vendor registration can be found at:
<https://missouribuys.mo.gov/media/pdf/Vendor-registration-instructions>.

5.7.2 THE REGISTERED VENDOR MAY SUBMIT THEIR SEALED BID ELECTRONICALLY THROUGH MISSOURIBUYS, POWERED BY MOVERS. All bids must (1) be submitted by a duly authorized representative of the Vendor's organization, (2) contain all information required by the IFB, and (3) be priced as required. Unless the IFB specifies otherwise, no other means of bid submission, modification, or retraction or withdrawal shall be allowed.

- a. Registered Vendors must submit their bid electronically through MissouriBUYS, powered by MOVERS by completing the applicable on-line pricing and by completing, attaching, and submitting all completed IFB Vendor Response Exhibits (including **Exhibit 1, Bid Signature Page** and all other exhibits) and all other contents of their bid. The registered Vendor is instructed to review the IFB 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/bid-board> (see Bid Response Instructions for MissouriBUYS, powered by MOVERS), at: <https://missouribuys.mo.gov/media/pdf/revise-and-retract-Supplier-response-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 responses shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

5.7.3 The Vendor is solely responsible for ensuring timely submission of their electronic solicitation response. Failure to allow adequate time prior to the bid end date and time to complete and

submit a response to a solicitation, particularly in the event technical support assistance is required, places the Vendor and their response at risk of not being accepted on time.

- 5.7.4 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.
- 5.7.5 To ensure software compatibility with the MissouriBUYS, powered by MOVERS, the Vendor should submit the bid attachments in Microsoft Word, Microsoft Excel, or Adobe PDF. The Vendor should use the Microsoft Edge web browser when submitting their bid 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 bid response, contact solicitations@oa.mo.gov.
- 5.7.6 Responses 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 response prior to the official end date and time shall not be honored.
- 5.7.7 To retract a bid response on-line in MissouriBUYS, powered by MOVERS, please see the Revise and Retract Supplier Response Online Reference Guide found at: <https://missouribuys.mo.gov/media/pdf/revise-and-retract-Supplier-response-movers>.
- 5.7.8 A response may also be withdrawn after the bid 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 response information that may cause irreparable harm to the Vendor.
- 5.7.9 When submitting their electronic response, the registered Vendor indicates acceptance of all IFB 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 response unless the Vendor's full compliance with those documents is indicated elsewhere within the Vendor's response.
- 5.7.10 It shall be the sole responsibility of the Vendor to monitor the MissouriBUYS, powered by MOVERS Bid Board to obtain a copy of the IFB amendment(s). Registered Vendors who received e-mail notification of the bid opportunity when the IFB was established and registered Vendors who have responded to the IFB 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 bid opportunity when the IFB was established and registered Vendors who

have responded to the bid on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the bid end date and time specified in the IFB. If the IFB is cancelled after the bid end date and time specified in the IFB, the procurement officer of record will send email notification to all Vendors that responded to the IFB informing them of the cancellation of the IFB.

5.8 Bid Opening:

- 5.8.1 Bid openings are public on the end date and at the opening time specified on the IFB document.
- 5.8.2 Late Bid: Bids which are not received prior to the official bid end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened and considered under extraordinary circumstances in accordance with 1 CSR 40-1.050.

5.9 Award Determination:

- 5.9.1 The contract shall be awarded to the lowest and best bid.
- 5.9.2 Award shall be made to the Vendor whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the Vendor, and all other evaluation criteria specified in the IFB, and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- 5.9.3 The Department reserves the right to make awards on an all or none basis.
- 5.9.4 Any award of a contract shall be made by notification from the Department to the successful Vendor. The final determination of contract award(s) shall be made by the Department.
- 5.9.5 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.
- 5.9.6 After a contract is executed or all bids are rejected, all bids are uploaded for public viewing at <https://missouribuys.mo.gov/bid-board/movers>.

5.10 Evaluation Process:

- 5.10.1 In order to complete the awards identified above, the state will follow the evaluation process identified herein to determine the lowest and best Vendor(s).

- 5.10.2 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 bids for responsiveness to mandatory requirements of the IFB in accordance with the evaluation criteria stated in the IFB. The ethical standards of 1 CSR 40-1.050(7)(O) will apply to evaluators.
- 5.10.3 Compliance Review: Each bid submitted in response to the IFB will be reviewed for compliance with the mandatory requirements of the IFB. The Vendor shall understand the state will not award a contract to a Vendor with a non-responsive (non-compliant) bid.
- a. A bid which contains non-responsiveness issues, shall be considered unacceptable and eliminated from further consideration in the evaluation.
 - b. In the event only one bid is received, the State of Missouri reserves the right to review the bid to determine if the Vendor is responsive, responsible, and reliable and is therefore eligible for award in lieu of conducting an assessment of the bid in accordance with the evaluation criteria identified herein. Such determination shall be based upon information submitted in the bid.
 - c. The Department reserves the right to reject any and all bids.
 - d. The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among Vendors, price-fixing by 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.
- 5.10.4 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 bid. 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 bid may result in a non-compliance determination of their bid 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 **9**, 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 **10**, 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 from 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 **11**, 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#:%7E: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 **11**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- d. Business Compliance Exhibit **12**, Services Outside the United States - If any services offered under this IFB are being performed at sites outside the United States, the Vendor must disclose such fact and provide details with the bid.
- e. Business Compliance Exhibit **13**, 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 Department. 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 bid submitted in response the IFB will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

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

- a. The Department reserves the right to request clarification of any portion of the 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.

5.10.6 Evaluation Criteria: After determining that a bid satisfies the mandatory requirements stated in the IFB, the evaluator(s) shall use both objective analysis and subjective judgment in conducting an assessment of the bid in accordance with the evaluation criteria stated below. Each responsive bid 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 BID						60 points
Experience of Organization and Past Performance Evaluation Criteria						40 points
	Experience of Organization					40 points
	<u>Distinctive</u> 40	<u>Superior</u> 32	<u>Satisfactory</u> 24	<u>Marginal</u> 8	<u>Unsatisfactory</u> 0	
Team Qualifications Evaluation Criteria						20 points
	Working Team					20 points
	<u>Distinctive</u> 20	<u>Superior</u> 15	<u>Satisfactory</u> 10	<u>Marginal</u> 5	<u>Unsatisfactory</u> 0	
Methodology, Approach and Technical Capabilities Evaluation Criteria						80 points
	Describe the plan for completing the services.					30 points
	<u>Distinctive</u> 30	<u>Superior</u> 20	<u>Satisfactory</u> 15	<u>Marginal</u> 10	<u>Unsatisfactory</u> 0	
	Describe the bag-in, bag-out filter change					25 points
	<u>Distinctive</u> 25	<u>Superior</u> 16	<u>Satisfactory</u> 12	<u>Marginal</u> 6	<u>Unsatisfactory</u> 0	
	Describe the decontamination plan					20 points
	<u>Distinctive</u> 20	<u>Superior</u> 15	<u>Satisfactory</u> 10	<u>Marginal</u> 5	<u>Unsatisfactory</u> 0	
	Economic Impact to Missouri					5 points
<u>Distinctive</u> 5	<u>Superior</u> 4	<u>Satisfactory</u> 3	<u>Marginal</u> 1	<u>Unsatisfactory</u> 0		
TOTAL						200 points
BONUS POINT PREFERENCES						
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.						

- 5.10.7 Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of

a bid and the award of a contract. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a Vendor, from any other source.

- 5.10.8 In the evaluation of bids, 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.

5.11 Cost Bid Evaluation:

- 5.11.1 Objective Evaluation of Cost: The cost evaluation shall be based on a total cost determined using the calculation of the estimated quantities by the response per item provided on the Exhibit 3, Pricing Page below.

Description	Quantity	Basis
HVAC Exhaust Duct Decontamination	12	Hourly
Pre-Filters Replacement	1	Annually
HEPA Filter Replacement	1	Once within 5 years
HEPA Filter Bank Decontamination	1	Once within 5 years
HEPA Bank Integrity Test and Certification	1	Annually
Emergency Repair/Service	12	Hourly
Non-Emergency Repair/Service	12	Hourly
Large-Scale Room Decontamination	12	Hourly
24 x 24 x 2 HC pleated pre-filters from P&G Manufacturing Company, Part #6B924, or equivalent	15	Each Annually
Bag Kit: 60c x 72 (clear or amber) with 18" mouth, 8 ½" cinching strap, and 78" security strap, and three gloves from P&G Manufacturing Company, Part #45-209, or equivalent	6	Each Annually
24 x 24 x 11.5 metal framed HEPA filters Efficiency % 99.994 @ 0.3 micron, Initial Resistance (Water Gauge) < 1.5 SCFM 2000, Pack ASOEM, from Aerostar, Part #41875, or equivalent	15	Each Annually
Bag Kit: 84 x 96 (clear or amber) with 18" mouth, 8 ½" cinching strap, and 110" security strap, and three gloves, from P & G Manufacturing Company, Part #45-224, or equivalent	6	Each Annually
Percentage Over Net Cost for Additional Parts and Materials (the proposed percentage over net cost charged for Additional Parts and Materials multiplied by the quantity)	\$1,000	Percentage

- The evaluation of cost will include the original contract period and any potential renewal periods.
- Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times \frac{\text{Maximum Cost Evaluation Points (60)}}{\text{Evaluation Points (60)}} = \text{Assigned Cost Points}$$

- 5.11.2 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.
- 5.11.3 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 bid evaluation.
- 5.11.4 Maximum Potential Financial Liability to the State of Missouri: Unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

5.12 Technical Bid Evaluation:

- 5.12.1 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 4, 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 IFB 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 IFB.
Superior	Experience of organization and past performance involved similar scope and magnitude of effort and complexities required in the IFB 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 IFB.
Satisfactory	Experience of organization and past performance <u>either</u> involved some of the scope and magnitude of effort and complexities required in the IFB and was relatively recent, <u>or</u> was of similar scope and magnitude of effort and complexities required in the IFB, 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 IFB.

Experience of Organization and Past Performance Rating System	
Rating	Definition
Marginal	Experience of organization and past performance did not involve similar scope and magnitude of effort or complexity required in the IFB. 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 IFB.
Unsatisfactory	Experience of organization and past performance was not relevant to the requirements in the IFB. 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 IFB.

- 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 5.10.6 above.

5.12.2 Evaluation of Personnel Qualifications: The evaluation of the Personnel Qualifications shall be subjectively based on fact. Information provided by the Vendor in response to the Exhibit 5, Personnel Qualifications will be used in the Personnel Qualifications evaluation.

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

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

- 1) The rating for the specific elements of the Personnel Qualifications will have the point values as shown in the table in paragraph 5.10.6 above.

5.12.3 Evaluation of Methodology, Approach and Technical Capabilities: The evaluation of the Methodology, Approach and Technical Capabilities shall be subjectively evaluated based on

fact. Information provided by the Vendor in response to the Exhibit 6, Methodology, Approach and Technical Capabilities of the IFB will be used to complete the evaluation of the Methodology, Approach and Technical Capabilities.

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

Methodology, Approach and Technical Capabilities Rating System	
Rating	Definition
Distinctive	Bid offers significant benefits beyond the stated requirements. Bid provides the evaluation committee with high confidence in the proposed approach.
Superior	Bid offers some benefits beyond the stated requirements with no measurable weaknesses. Bid provides the evaluation committee with confidence in the proposed approach.
Satisfactory	Bid offers no significant benefits beyond the stated requirements, and no significant weaknesses exist. Bid provides the evaluation committee with adequate confidence in the proposed approach.
Marginal	Bid has one or more significant weaknesses. Bid provides the evaluation committee with limited confidence in the proposed approach.
Unsatisfactory	Bid has several significant weaknesses. Bid 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 Technical Capabilities will have the point values as shown in the table in paragraph 5.10.6 above.

5.12.4 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.

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

5.13.1 Organization for the Blind and Sheltered Workshop Participation Prerequisites:

- a. In order for the Department to meet the provisions of section 34.165, RSMo and 1 CSR 40-1.050, the Vendor should secure participation of qualified nonprofit organizations for the blind or sheltered workshops in providing the products/services required in this IFB. Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a five to fifteen (5-15) bonus point preference shall be granted to 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.

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

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

Examples: A commitment of three percent (3%) would be calculated as: $3 \times 2.5 \text{ points} = 7.5 \text{ awarded points}$. A commitment of five and one-half percent (5.5%) would be calculated as: $5.5 \times 2.5 \text{ points} = 13.75 \text{ awarded points}$. 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 bid.

5.13.3 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.

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

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

- a. In order for the Department 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 IFB. 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 IFB, the SDVE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the bid 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 bid opening date (the date the bid is due). (See above for the definition of an SDVE.)

5.14.2 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 bid.

5.14.3 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*****

ATTACHMENT A

CERTIFICATIONS AND SPECIAL PROVISIONS

The Contractor shall understand and agree that the contract involves the use of federal funds. Upon award of the contract, the state agency will provide the Contractor the federal fund information. In the event the federal fund information changes, the Contractor will be notified in writing by the state agency.

1. Federal Debarment and Suspension (Executive Orders 12549 and 12689) - The Contractor certifies by signing the front page of this document that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal Department or agency pursuant to 2 CFR Part 180, or any other applicable law.
2. Applicable Laws and Regulations and Public Policy Requirements - In performing its responsibilities under the contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter 1, Chapter, II, Part 200, et al.), as applicable, including any subsequent amendments.
 - a. The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through the contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.
3. Stevens Amendment - The Contractor shall not issue any statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal funds without the prior approval of the state agency, and the Contractor shall clearly state the following:
 - a. The percentage of the total costs of the program or project that will be financed with federal money;
 - b. The dollar amount of federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
4. Publicity - Any publicity releases and publications mentioning contract activities shall reference the contract number and the state agency. The Contractor shall obtain approval from the state agency prior to the release of such publicity release or publications.
 - a. Notwithstanding subparagraph 1 of this section, in the event the Contractor is a university and intends to create a scholarly publication using materials created for the Department under this project, the Contractor shall provide the Department with the opportunity to

review and to provide comment on the proposed publication. At the Department's request, Contractor will insert a disclaimer in any publication that says the publication does not necessarily reflect the views or opinions of the Department. Any such publication created by the Contractor shall contain acknowledgment of the Department's sponsorship as required by 48 CFR § 52.227-14(c).

5. Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements - The Contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements" and any implementing regulations, as applicable.
6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Certification Regarding Lobbying - The Contractor shall comply with all requirements of 31 U.S.C. 1352 that is incorporated herein as if fully set forth.
 - a. The Contractor certifies by signing the first page of the document that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. The Contractor certifies that no funds under the contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The Contractor shall not use any funds under the contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
 - c. The Contractor certifies that no funds under the contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed, or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
 - d. The above prohibitions include any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

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

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

a) Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

7. Drug Free Workplace Act - The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor shall report any conviction of the Contractor's personnel under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
Jefferson City, Missouri 65102-0570

8. Pro-Children Act - The Contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).

a. The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through

State or local governments, by general grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds.

- 1) The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.
- c. The Contractor shall require the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly.
- d. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

9. Contractor Whistleblower Protections:

- a. The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a Contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- b. The Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- c. The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

10. Human Rights and Affirmative Action:

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

- 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act that prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - 2) Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206(d));
 - 3) Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) that prohibits discrimination on the basis of sex;
 - 4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325, "ADAAA") which prohibit discrimination on the basis of disabilities;
 - 5) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) that prohibits discrimination on the basis of age;
 - 6) Genetic Information Non-Discrimination Act (GINA)
 - 7) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements; and
 - 8) The requirements of any other nondiscrimination federal and state statutes, regulations, and executive orders that may apply to the services provided via the contract.
- b. In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the Contractor or subcontractor employs at least 50 persons, the Contractor shall have and maintain an affirmative action program that shall include:
- 1) A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination.
 - 2) The identification of a person designated to handle affirmative action;
 - 3) The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;

- 4) The exclusion of discrimination from all collective bargaining agreements; and
 - 5) Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- c. If discrimination by a Contractor is found to exist, the Division of Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Division of Purchasing until corrective action by the Contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.
11. Clean Air Act and Federal Water Pollution Control Act - The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*).

EXHIBIT 1 BID SIGNATURE PAGE



**STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES
INVITATION FOR BID (IFB)**

**IFB DHSS-FY25- -SL
Filter Service and System Certification**

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		

I am authorized to submit a bid to the State of Missouri in response to the IFB 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 IFB and any previously issued IFB amendments.

Authorized Signature	Date
Printed Name	Title

EXHIBIT 2, BID SUBMITTAL CHECKLIST

The following table is provided to assist the Vendor in completing their bid. It is the Vendor's sole responsibility to ensure that all mandatory requirements are met and that their bid, including all exhibits, are properly completed and submitted with their bid. 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 bid, 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 1, Bid Signature Page .	<input type="checkbox"/>
2.	Complete all pricing required on Exhibit 3, Pricing Page(s) .	<input type="checkbox"/>
3.	Complete Technical Bid Exhibit 4, Experience of Organization and Past Performance .	<input type="checkbox"/>
4.	Complete Technical Bid Exhibit 5, Personnel Qualifications .	<input type="checkbox"/>
5.	Complete Technical Bid Exhibit 6, Methodology, Approach and Technical Capabilities Plan .	<input type="checkbox"/>
6.	Complete Exhibit 7, Participation Commitment for any Organization for the Blind/Sheltered Workshop, and/or SDVE proposed.	<input type="checkbox"/>
7.	Complete Exhibit 8, Documentation of Intent to Participate , identifying each Organization for the Blind/Sheltered Workshop and/or SDVE proposed.	<input type="checkbox"/>
8.	Complete Business Compliance Exhibit 9, State of Missouri Tax Compliance and attach "Vendor No Tax Due" certificate.	<input type="checkbox"/>
9.	Complete Business Compliance Exhibit 10, Registration of Business Name with the Missouri Secretary of State .	<input type="checkbox"/>
10.	Complete and sign Business Compliance Exhibit 11, 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 12, Services Outside the United States .	<input type="checkbox"/>
12.	Complete Business Compliance Exhibit 13, 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 IFB).	<input type="checkbox"/>

REMINDER: Vendors do not need to return IFB Sections 1 through 5 or the IFB attachments, if any, with their bid response.

EXHIBIT 3, PRICING PAGES

1. **Mandatory Pricing Pages Requirements:** The Vendor shall provide firm, fixed guaranteed not-to-exceed total price for Filter Service and System Certification pursuant to all mandatory requirements herein. The Vendor must clearly describe any one-time required firm, fixed costs and all annual costs (maintenance/support, licensing, etc.) necessary to meet the IFB requirements herein. The Vendor must indicate any other relevant information related to the pricing of their proposed products/services. Pricing must include all start-up costs, technical support, and training. The Vendor must provide firm, fixed pricing for all products and services needed to meet the requirements identified herein and to fulfill all of the Vendor's commitments included in their bid thereto. The Vendor must understand and agree, if awarded a contract, no additional costs shall be assessed to the State of Missouri to meet the requirements identified herein unless the State of Missouri amends the contract to request additional Scope of Work.

The Vendor must provide firm, fixed guaranteed not-to-exceed total price 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 bid is non-responsive.

2. **Required Pricing:** The Vendor shall provide firm, fixed guaranteed not-to-exceed total price for the specified items listed in the table below. Pricing shall include all applicable costs necessary for the planning, delivery and installation of the systems.

HEPA System Service and Certification – The vendor shall provide a firm, fixed price for each of the following for the original contract period and a maximum price for each potential renewal period for providing the services in accordance with the provisions and requirements of this IFB. (UNSPSC Code 81101706)

Line Item	Description	Original Contract Period <i>Firm, Fixed Price</i>	1 st Renewal Period Maximum Price	2 nd Renewal Period Maximum Price	3 rd Renewal Period Maximum Price	4 th Renewal Period Maximum Price
1	HVAC Exhaust Duct Decontamination	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour
2	Pre-Filters Replacement	\$ _____ Total	\$ _____ Total	\$ _____ Total	\$ _____ Total	\$ _____ Total
3	HEPA Filter Replacement	\$ _____ Total				
4	HEPA Filter Bank Decontamination	\$ _____ Total				
5	HEPA Bank Integrity Test and Certification	\$ _____ Total	\$ _____ Total	\$ _____ Total	\$ _____ Total	\$ _____ Total

Emergency and Non-Emergency Repair/Services – The vendor shall provide a firm, fixed price for emergency and non-emergency repair/service for the original contract period and a maximum price for each potential renewal period for providing the services in accordance with the provisions and requirements of this IFB. (UNSPSC Code 81101706)

Line Item	Description	Original Contract Period <i>Firm, Fixed Price</i>	1 st Renewal Period Maximum Price	2 nd Renewal Period Maximum Price	3 rd Renewal Period Maximum Price	4 th Renewal Period Maximum Price
6	Emergency Repair/Service	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour
7	Non-Emergency Repair/Service	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour

Large-Scale Room Decontamination - The vendor shall provide a firm, fixed price per hour for large-scale room decontamination for the original contract period and a maximum price for each potential renewal period for providing the services in accordance with the provisions and requirements of this IFB. All costs associated with providing the required services shall be included in the stated prices, including pre-filter and HEPA filter change and certification. The prices listed below shall not include parts and materials. (UNSPSC Code 81101706)

Line Item	Description	Original Contract Period <i>Firm, Fixed Price</i>	1 st Renewal Period Maximum Price	2 nd Renewal Period Maximum Price	3 rd Renewal Period Maximum Price	4 th Renewal Period Maximum Price
8	Large-Scale Room Decontamination	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour

Parts and Materials – The vendor shall provide a firm, fixed price for each of the following parts and materials for the original contract period and a maximum price for each potential renewal period for providing the services in accordance with the provisions and requirements of this IFB.

Line Item	Description	Original Contract Period <i>Firm, Fixed Price</i>	1 st Renewal Period Maximum Price	2 nd Renewal Period Maximum Price	3 rd Renewal Period Maximum Price	4 th Renewal Period Maximum Price
9	24 x 24 x 2 HC pleated pre-filters from P&G Manufacturing Company, Part #6B924, or equivalent	\$ _____ Each	\$ _____ Each	\$ _____ Each	\$ _____ Each	\$ _____ Each
10	Bag Kit: 60c x 72 (clear or amber) with 18" mouth, 8 ½" cinching strap, and 78" security strap, and three gloves from P&G Manufacturing Company, Part #45-209, or equivalent	\$ _____ Each	\$ _____ Each	\$ _____ Each	\$ _____ Each	\$ _____ Each
11	24 x 24 x 11.5 metal framed HEPA filters Efficiency % 99.994 @ 0.3 micron, Initial Resistance (Water Gauge) < 1.5 SCFM 2000, Pack ASOEM, from Aerostar, Part #41875, or equivalent	\$ _____ Each	\$ _____ Each	\$ _____ Each	\$ _____ Each	\$ _____ Each
12	Bag Kit: 84 x 96 (clear or amber) with 18" mouth, 8 ½" cinching strap, and 110" security strap, and three gloves, from P & G Manufacturing Company, Part #45-224, or equivalent	\$ _____ Each	\$ _____ Each	\$ _____ Each	\$ _____ Each	\$ _____ Each

Additional Parts and Materials – The vendor shall state a firm, fixed percentage over the actual cost for any additional parts and materials. The vendor shall understand and agree that the percentage over net cost shall remain firm and unchanged for the entire term of the contract.

LINE ITEM	DESCRIPTION	FIRM, FIXED PERCENTAGE
13	Percentage Over Net Cost for Additional Parts and Materials	_____%

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

Vendor's Response:

**TECHNICAL BID EXHIBIT 4,
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 IFB. 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.	
IFB Experience Provisions	Describe Vendor's Corresponding Experience
Provide a list of and a short summary of information regarding the vendor's current contracts/clients similar to the requirements of the RFP, including experience with bag-in, bag out systems, HEPA Bank services, and VHP equipment.	
List, identify, and provide reasons for each contract/client gained and lost in the past 2 years.	
Describe the structure of the organization including any Board of Directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.	

TECHNICAL BID EXHIBIT 5, PERSONNEL QUALIFICATIONS

Personnel Qualifications Submission Instructions: The Vendor should provide detailed information on the experience and qualifications of the Vendor's proposed personnel to perform the requirements of the IFB.

PERSONNEL QUALIFICATIONS BIOGRAPHY INSTRUCTIONS

Personnel: The Vendor should submit no more than two (2) Personnels' biographies for consideration in the evaluation. For evaluation purposes, only the first two (2) biographies will be considered. Any additional biographies submitted will not be evaluated.

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 personnel member.

PERSONNEL MEMBER BIOGRAPHY			
Name:			
Title:			
Proposed project role:			
% of time committed to project:			
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	
Specific Experience Relevant to Project			
Project Personnel/Position	Specific Experience or Qualification	Personnel Member's Years of Experience	Brief description of personnel member's relevant experience (e.g. specific projects; previous employment)
Other			

PERSONNEL MEMBER BIOGRAPHY Other Experience or Background Information

**TECHNICAL BID EXHIBIT 6,
METHODOLOGY, APPROACH AND TECHNICAL CAPABILITIES**

General Instructions: The Vendor should provide the requested information for each of the following sections. The state will assess each bid 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:

- a. Describe the plan for completing the services.
- b. Describe the bag-in, bag-out filter change
- c. Describe the decontamination plan to include what equipment is used, training staff have about decontamination, if applicable if decontamination is provided by the vendor or if the vendor subcontracts the decontamination service to another company.
- d. 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.

EXHIBIT 7, PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment - If the Vendor is committing to 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 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.

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 Organization for the Blind/Sheltered Workshop and/or SDVE proposed the Vendor must:

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

The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop 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.

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 IFB 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 2%)</i>			%

*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.

SDVE Participation Commitment Table			
Name of Each Qualified SDVE Proposed	Description of Proposed Products/Services and IFB 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 8, Documentation of Intent to Participate Form** for each qualified Blind or Sheltered Workshop, and each qualified SDVE.

EXHIBIT 8, DOCUMENTATION OF INTENT TO PARTICIPATE

Instructions: If the Vendor is proposing to include the participation of an 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 IFB, the Vendor must either provide this exhibit or letter of intent recently signed by the proposed 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):

☐ Organization for the Blind ☐ Sheltered Workshop ☐ SDVE

Name of Organization:			
(Name of 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
(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 1, Bid 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 Department.

- Business Compliance Exhibit 9, State of Missouri Tax Compliance
- Business Compliance Exhibit 10, Registration of Business Name with the Missouri Secretary of State
- Business Compliance Exhibit 11, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
- Business Compliance Exhibit 12, Services Outside the United States
- Business Compliance Exhibit 13, Employee/Conflict of Interest

BUSINESS COMPLIANCE EXHIBIT 9 - STATE OF MISSOURI TAX COMPLIANCE

STATE OF MISSOURI TAX COMPLIANCE

In accordance with section 34.040.7, RSMo, the Department 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 10,
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 bid 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 11,
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. |

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

Authorized Representative's Name
(Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

**BUSINESS COMPLIANCE EXHIBIT 11,
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 11,
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)

_____ <i>Signature of Notary</i>	_____ Date
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**BUSINESS COMPLIANCE EXHIBIT 11,
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:

Procurement officer

Date

BUSINESS COMPLIANCE EXHIBIT 12, 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 IFB 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 13,
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:	_____ %