

State of Missouri
Office of Administration, Division of Purchasing



Request for Proposal (RFP) for
Statewide Advertising Services – Qualified Vendor List (QVL)

SOLICITATION NO.:	STATE 0000000580SL
SOLICITATION ISSUED ON BEHALF OF:	Statewide
ISSUE DATE:	September 16, 2026
CONTRACT PERIOD:	Effective Date of Contract through One Year
REQUISITION NO.:	N/A

**PROPOSAL DUE NO LATER THAN: October 7, 2026 AT 2:00 PM CENTRAL
TIME**

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

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

RFP CONTACT INFORMATION:

BUYER: Emmarie Graham

PHONE NO.: (573) 526-2716

EMAIL: Emmarie.Graham@oa.mo.gov

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

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

State of Missouri
Various State Agency Locations

ATTENTION:

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

RFP Organization:

RFP Sections	Section 1	Introduction and Background Information Section
	Section 2	Scope of Work Section
	Section 3	Terms and Conditions Section
	Section 4	General Contractual Requirements Section
	Section 5	Vendor Submission, Evaluation, and Award Information Section
RFP Vendor Response Exhibits (Return these exhibits with the proposal)	Exhibit A	Proposal Signature Page
	Exhibit B	Proposal Submittal Checklist
	Exhibit C	Vendor Proposed Advertising Category
	Exhibit D	Vendor Qualifications and Current/Prior Experience Verification
	Exhibit E	Participation Commitment
	Exhibit F	Documentation of Intent to Participate
	BUSINESS COMPLIANCE EXHIBITS	
	Exhibit G	State of Missouri Tax Compliance
	Exhibit H	Registration of Business Name with the Missouri Secretary of State
	Exhibit I	Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
	Exhibit J	Anti-Discrimination Against Israel Act Certification
	Exhibit K	Services Outside the United States
	Exhibit L	Employee/Conflict of Interest
	Exhibit M	Federal Funding Unique Identity ID
RFP Attachments	Attachments – Separate Documents - (Do not return these documents with response)	
	Attachment 1	Template Statement of Work
	Attachment 2	Missouri Statewide Quarterly Admin. Fee Report
	Attachment 3	Missouri Statewide Quarterly Usage Report
	Attachment 4	Federal Funds Requirements

Separate Documents: The vendor is advised that the separate documents to this document referenced above provide additional requirements, information, and/or instruction. The separate documents must be downloaded from the Division of Purchasing's MissouriBUYS, powered by MOVERS, website at: <https://missouribuy.mo.gov/>. The separate documents are downloadable from the same web page where the solicitation document is downloadable. It shall be the sole responsibility of the vendor to obtain each of the separate documents. The vendor shall not be relieved of any responsibility for performance under the subsequent contract due to the failure of the vendor to obtain a copy of the separate documents.

1. INTRODUCTION AND BACKGROUND INFORMATION SECTION

1.1 Introduction:

- 1.1.1 Purpose: This document constitutes a request for competitive, sealed proposals for the development of a Qualified Vendor List (QVL) for advertising, marketing, and/or public education as set forth herein for the various state agencies throughout the State of Missouri (hereinafter referred to as “state agency”).
 - a. The state reserves the right to conduct a refresh procurement should there be a need to revise categories or to allow additional vendors to be considered to provide services.
- 1.1.2 Minimum Experience Qualifications: There are minimum experience qualifications in the RFP (See Section 2.2, Minimum Experience Requirements in Section 2: Scope of Work).
- 1.1.3 Titles: Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

1.2 Background and Historical Usage Information:

- 1.2.1 The purpose of this document is to establish a QVL for advertising services to enable a more seamless procurement process, foster competition, and to promote a consistent high-quality delivery of services regardless of market volatility.
- 1.2.2 The State of Missouri intends to establish contracts with multiple vendors for use on an as needed, if needed basis in accordance with the usage and quoting requirements specified herein. Contract awards will be made based upon the vendor’s compliance with the requirements specified herein. The awarded contracts shall not be viewed as exclusive contracts. The State of Missouri reserves the right to issue subsequent solicitations for the same or similar services.
- 1.2.3 The goal of this RFP is to provide a robust list of vendors that represent the broad advertising needs of the State of Missouri for Creative Services; Media Planning and Placements/Purchases; Media Production, including Video, Audio, and Print Services; Modern and Next Generation Digital and Interactive Media Marketing Services; Promotional/Collateral Material Distribution and Fulfillment Services; Public Relations, Image Building, Editorials, Internet Marketing, and Publicity Services; and Research and Market Analysis Services.
- 1.2.4 The Missouri Constitution provides for the executive departments listed below. Within each executive department, there exists a variety of offices, divisions, bureaus, sections, and units of varying sizes and scope that deal with specific services. Departments may administer certain sections of state law as defined by the Revised Statutes of Missouri (RSMo), may develop their own rules and regulations as promulgated in the Missouri Code of State Regulations (CSR), or may institute programs and policies that address the needs of their areas of service.
 - a. Office of Administration;
 - b. Agriculture;
 - c. Conservation;
 - d. Corrections;
 - e. Economic Development;
 - f. Elementary and Secondary Education;
 - g. Health and Senior Services;
 - h. Higher Education and Workforce Development;
 - i. Commerce and Insurance;
 - j. Labor and Industrial Relations;
 - k. Mental Health;
 - l. Missouri National Guard

- m. Natural Resources;
- n. Public Safety
- o. Revenue;
- p. Social Services; and
- q. Transportation.

1.2.5 The nature of the services provided by many of Missouri's various executive departments are often "public service" related. As such, history has shown a need for the executive departments to reach the public with education and information related to the public services offered. Some, but not all types of past advertising, marketing, and/or public education campaigns are listed below:

- a. Black Vulture Awareness and Farm Stress campaign for the Department of Agriculture.
- b. "Call Before You Cut" campaign for the Department of Conservation to increase awareness of the free state program that connect individuals with professional foresters who can help evaluate trees, maximize land value, and protect wildlife habitats before starting logging activities.
- c. "Show Me Home" campaign for the Department of Social Services. It helps Medicaid-eligible Missourians who are 63 or older, or adults with physical disabilities, transition out of nursing facilities and back into independent, community-based living Show-Me Home.
- d. HealthNet Medicaid Annual Renewals Radio and Digital Campaign for the Department of Social Services.
- e. Korean War Pinning for the Missouri Veterans Commission.
- f. St. Louis Mass Violence-988, Show Me Hope, 988 roadside events, and 988 car magnets for the Department of Mental Health.
- g. Adult Protective Services Recruitment TV Campaign for the Department of Health and Senior Services.
- h. Housing Relief Program Radio & TV Campaign for the Missouri Housing Development Commission.
- i. Waste Management/Recycling Radio Campaign for the Department of Natural Resources.
- j. Volunteerism Radio, TV and Digital Campaign for the Missouri Community Service Commission.
- k. Voter ID Radio Campaign and Security Fraud Radio Campaign for the Secretary of State of Missouri.
- l. Broadband Radio Campaign for the Department of Economic Development.
- m. Unauthorized Workers Radio and TV Campaign for the Department of Labor and Industrial Relations.
- n. Unclaimed Medals Radio and TV Campaign, MO Scholars Radio, TV and Digital Campaign, and the MOST 529 Radio and TV Campaign for the State Treasurer's office.
- o. Stop Human Trafficking Radio and Digital Campaign, and Defenders Program Radio and TV Campaign for the Attorney General's Office.

1.3 Current Contract and Related Contract Information:

1.3.1 Current contracts exist for the products and/or services being obtained via this RFP. A copy of the contracts can be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System located on the Internet at: <https://purch.oa.mo.gov/bidding-contracts/awarded-bid-contract->

[document-search](#). In addition, all proposal and evaluation documentation leading to the award of the contracts may also be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System. Please reference the Bid number RFPS30034902200781 or the contract numbers CS220781001 through CS220781017 and Bid number RFPS30034902202661 or the contract numbers CS222661001 through CS222661004 when searching for these documents.

1.3.2 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.

1.3.3 The expenditures for fiscal year (July 1 – June 30) 2023, 2024, 2025, 2026, and 2027 (July 1, 2026 through July 22, 2026) under contract numbers CS220781001 through CS220781017 and CS222661001 through CS222661004 are as follows:

FISCAL YEAR	TOTAL EXPENDITURES
2023	\$19,507,640.93
2024	\$24,028,549.69
2025	\$13,383,076.51
2026	\$12,715,281.51
2027	\$ 1,570,179.42

1.3.4 Related Contracts – Some, but not necessarily all other state agency or statewide contracts that include marketing and/or advertising services are listed below:

- a. MS260132001 | Statewide Newspaper Advertisement Placement Services
- b. MS250212001 | Marketing/Advertising Services – Missouri State Fair for Department of Agriculture
- c. CS232008001 | Marketing Agency of Record - Division of Tourism

1.4 RFP Questions:

1.4.1 Buyer is Single Point of Contact for Solicitation: Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer indicated on the first page of this RFP. It is preferred that questions be emailed to the buyer.

- a. Except as noted herein, vendors and their agents are instructed not to contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors can be sanctioned for unauthorized contact with any evaluator under 1 Code of State Regulation (CSR) 40-1.060(8)(G) and (H) available at <http://www.sos.mo.gov/adrules/csr/csr.asp>.
- b. Service-Disabled Veteran Enterprise and Honorably Discharged Veteran Enterprise certification or subcontract questions should be directed to the Office of Equal Opportunity (OEO) at <http://oeo.mo.gov>.

1.4.2 Vendor is Responsible for Asking Questions About the RFP: It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Division of Purchasing if the vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor's ability to submit a proposal.

- 1.4.3 Vendor Question Deadline: Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. All questions and issues should be submitted no later than ten (10) calendar days prior to the proposal closing date and time of the proposals. If not received prior to ten (10) calendar days before the proposal closing date and time, the Division of Purchasing may not be able to fully research and consider the respective questions or issues.
- 1.4.4 State's Response to Vendor Questions: Upon the Division of Purchasing's consideration of questions and issues, if the Division of Purchasing determines that changes are necessary, the resulting changes will be included in a subsequently issued RFP amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for an RFP amendment. All vendors will be advised of any change to the RFP's language, specifications, or requirements by a formal amendment to the RFP. There will be no posted written records of the questions/communications (i.e., formal question/answer document).
- 1.4.5 RFP is State's Only Official Position: The only official position of the State of Missouri shall be that which is contained in the RFP and any amendments thereto.

1.5 Amendments:

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

1.6 Glossary of Terms and Acronyms:

- 1.6.1 Whenever the following terms and acronyms appear in the RFP document or any amendment thereto, the definitions or meanings described below shall apply.
- 1.6.2 General Glossary, Acronyms, and Abbreviations:
- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing (Purchasing)**. The agency is also responsible for payment, unless otherwise specified herein.
 - b. **Amendment** means a written, official modification to a solicitation or contract.
 - c. **Attachment** applies to all documents which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
 - d. **Buyer** means the procurement staff member of Purchasing.
 - e. **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.
 - f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
 - g. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
 - h. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with their proposal prior to the specified closing date and time.
 - i. **May** means that a certain feature, component, or action is permissible, but not required.
 - j. **Must** means that a certain feature, component, or action is a mandatory condition.
 - k. **Party** refers to either the State of Missouri or the contractor as an entity that may enter into a contract pursuant to the terms herein.
 - l. **Statement of Work (SOW) Request 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 SOW request. The pricing pages must be completed and submitted by the vendor with the SOW request prior to the specified proposal closing date and time.

- m. **Proposal Closing date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- n. **Purchase Order** means the authorized document issued by the state agency to the contractor indicating descriptions, quantities, and agreed prices for products and/or services.
- o. **Reasonable, Necessary or Proper** as used herein shall be interpreted solely by the State of Missouri.
- p. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes the following sections: Introduction and Background Information; Scope of Work; Terms and Conditions (“terms and conditions” and “Terms and Conditions” are used interchangeably throughout the RFP); General Contractual Requirements; and Vendor Submission, Evaluation, and Award Information; and the RFP Vendor Response Exhibits, Attachments, and Amendments of the RFP.
- q. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- r. **Shall** has the same meaning as the word must.
- s. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
- t. **State** collectively referring to the state government and/or the agencies thereof.
- u. **Supplier** has the same meaning as the word, vendor.
- v. **Vendor** means the supplier, offeror, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.

1.6.3 Artificial Intelligence (AI) Definitions:

- a. **Artificial Intelligence (AI)**: A machine-based system or service that can generate outputs such as content, predictions, recommendations, or decisions (i.e. virtual or real environments) influencing the environments they interact with.
- b. **Generative AI**: Artificial intelligence (AI) service that generates new content, such as text, images, audio, code, synthetic data, or other content based on learned patterns from large data sets, including but not limited to Large Language Models (LLMs).
- c. **Machine Learning (ML)**: A type of Artificial Intelligence (AI) that helps computers and machines learn like humans, to perform tasks, and to improve their performance and accuracy through experience and exposure to more data.
- d. **AI Training**: The computational process by which an artificial intelligence or machine learning model ingests and processes data to develop, adjust, or optimize its internal parameters, weights, or algorithms for the purpose of enabling the model to perform specified tasks, generate outputs, or make predictions. Training includes initial pre-training on large datasets, fine-tuning on domain-specific data, and any reinforcement or feedback-based optimization processes applied to the model.
- e. **Automated Decision-Making (ADM) Technology**: Any system, software, or algorithmic process—utilizing either artificial intelligence, machine learning, or advanced rule-based logic—that automates the evaluation of data to make a decision, issue a score, or recommend a specific course of action with minimal or no human intervention.
- f. **AI Model**: A component of an information system that implements AI technology and uses computational, statistical, or machine-learning techniques to produce outputs from a given set of inputs.
- g. **AI Prompt**: The input, instruction, or command that a user provides to an Artificial Intelligence (AI) model to elicit a specific AI generated output, which can be in the form of text, code, images, audio, automated task or function.
- h. **Agentic AI**: Artificial Intelligence (AI) service that exhibits a level of autonomy, proactivity, and decision-making capability, often acting as agents that can pursue goals, initiate actions, and adapt based on context without direct human prompting.

1.6.4 State Agency Acronyms: For purposes of the contract, a state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri

State Government. For the purposes of this document, this shall also include the Judicial and Legislative branches of the State of Missouri.

- a. **AG** Missouri Attorney General
- b. **DCI** Missouri Department of Commerce and Insurance
- c. **DED** Missouri Department of Economic Development
- d. **DESE** Missouri Department of Elementary and Secondary Education
- e. **DHEWD** Missouri Department of Higher Education and Workforce Development
- f. **DHSS** Missouri Department of Health and Senior Services
- g. **DMH** Missouri Department of Mental Health
- h. **DNR** Missouri Department of Natural Resources
- i. **DOC** Missouri Department of Corrections
- j. **DOLIR** Missouri Department of Labor and Industrial Relations
- k. **DOR** Missouri Department of Revenue
- l. **DPS** Missouri Department of Public Safety
- m. **DSS** Missouri Department of Social Services
- n. **GA** General Assembly: Missouri House of Representatives and the Missouri Senate
- o. **GO** Missouri Governor's Office
- p. **ITSD** Missouri OA Information Technology Services Division
- q. **JUD** Missouri Judiciary
- r. **LTGO** Missouri Lieutenant Governor's Office
- s. **MDA** Missouri Department of Agriculture
- t. **MDC** Missouri Department of Conservation
- u. **MoDOT** Missouri Department of Transportation
- v. **MONG** Missouri National Guard
- w. **MSPD** Missouri State Public Defender
- x. **OA** Missouri Office of Administration
- y. **SAO** Missouri State Auditor's Office
- z. **SOS** Missouri Secretary of State
- aa. **STO** Missouri State Treasurer's Office

1.7 Accuracy of Background Information:

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

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

2. SCOPE OF WORK SECTION

2.1 General Requirements:

- 2.1.1 The contractor shall provide advertising services in order to assist any agency of the State of Missouri in fulfilling the goals specified by the state agency, in accordance with the provisions and requirements stated herein and to the sole satisfaction of the utilizing state agency.
- 2.1.2 Point of Contact – The contractor must function as the single point of contact for the state agency, regardless of any subcontracting arrangements for products or services, which shall include assuming responsibility and liability for all services provided. The contractor must provide the state agency with the name, address, phone number, and email contact information in the contractor’s proposal response and within five business days of any change in contractor point of contact.
- 2.1.3 Coordination of Services – The contractor shall cooperate and coordinate services with the state agency and any designees of the state agency in order for a coordinated message to be presented. The contractor shall understand that the state agency may have additional contracts with other entities for similar or related services. The contractor shall work with any such other entity to the extent required by the state agency. The contractor shall base all services and statement of work ideas with the coordinated input of appropriate state agency staff and designees including research information obtained by the state agency or its various programs/contracts.
- 2.1.4 Preferred Use Contract – The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall understand and agree that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing the services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency, at its own discretion, to obtain alternate services elsewhere. Any state agency utilizing the contract’s services may require the contractor to:
- a. Develop and perform a complete project/campaign or any part thereof with any size budget ranging from a few thousand dollars to several hundred thousand dollars or more (hereinafter referred to as a statement of work); or
 - b. Provide services on an as needed, if needed hourly basis (hereinafter referred to as hourly needed services).
- 2.1.5 Cooperative Procurement Program – The contractor shall participate in the State of Missouri’s Cooperative Procurement Program. The contractor shall provide the products and/or services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <https://revisor.mo.gov/main/OneSection.aspx?section=67.360&bid=2758&hl=>). The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities. The following website identifies the current members of the Cooperative Procurement Program: <https://purch.oa.mo.gov/media/pdf/cooperative-procurement-program-members-listing>.
- 2.1.6 Other Agencies May Order - The Division of Purchasing reserves the right to allow other state agencies and government entities (e.g. cities, counties, etc.) to order from the contract. The State of Missouri shall bear no financial responsibility for any payments due to the contractor by non-state governmental entities (e.g. cities, counties, etc.).
- 2.1.7 Contractor’s Obligation: Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.2 Minimum Experience Requirements:

- 2.2.1 The contractor must meet or exceed the following minimum experience requirements at the time of proposal submission and for the duration of the contract:
- a. At least five (5) years' experience in the category(ies) of service proposed and shall be a modern, professional, marketing/advertising/public relations organization.
 - b. The contractor should have experience servicing both government and non-government clients.

2.3 Qualified Vendor List Utilization and Requirements:

- 2.3.1 The state will establish a Qualified Vendor List for each of the categories stated herein. Once established, the list will identify the contractor(s) that may participate in responding to the Statement of Work (SOW) process stated herein. SOWs will be developed by the state agency to secure advertising services. See section 2.5 for information describing the SOW process.
- 2.3.2 The state agency requesting SOWs for a particular category shall notify ALL of the QVL contractors for the particular category and request submittal of a competitive SOW response in accordance with the provisions herein. All terms and conditions of the contract shall apply to all SOWs. Determination of SOW specifications for each project shall be made by the ordering state agency.
- 2.3.3 Because the State of Missouri needs multiple contractors throughout the state to effectively meet the state agencies' demand for advertising services, the Division of Purchasing reserves the right to add more contractors subsequent to the initial award of contract(s) by conducting a separate procurement process(es) to supplement the list of qualified vendors. Qualifying vendors may be added as additional contractors subject to the same considerations identified herein regarding award of a contract.

2.4 Qualified Vendor Service Category Requirements:

- 2.4.1 For each of the following category(ies) awarded to the contractor, the contractor must comply with the requirements associated with that category. The requirements listed under such categories of service may not be all inclusive of the services that may be required in the performance of the services under the SOW, nor are the services under a particular category of service exclusive to that category.
- a. Creative services;
 - b. Media planning and placement(s)/purchase(s);
 - c. Media production, including video, audio, and print services;
 - d. Modern and Next Generation Digital and Interactive Media Marketing Services;
 - e. Promotional/collateral material distribution and fulfillment services;
 - f. Public relations, image building, editorials, internet marketing, and publicity services; and
 - g. Research and market analysis services.
- 2.4.2 Creative Services – If creative services are required by the state agency, the contractor shall provide services necessary for: (1) the creation of branding, tags, and logos, (2) the creation of advertisements produced, (3) the creation of or design for production of premium items and permanent, semi-permanent, and non-permanent point-of sale or other collateral materials, and (4) any other creative services customarily performed by an advertising agency. The contractor shall perform such services in accordance with any creative services approved by the state agency and as follows:
- a. Prior to developing and submitting any creative concepts for the state agency, the contractor must have a creative (brainstorming) in-person, WebEx, Teams, or conference call meeting, as specified by the state agency, to discuss concepts. In addition, if required by the state agency, the contractor shall develop a creative strategy document for state agency approval based on information provided

regarding the specific project. The creative strategy document shall be designed to answer specific questions regarding the goals, targets, ideas to be communicated, current thinking, etc.

- b. In the course of creating, developing, and designing materials, advertisements, etc., if such items utilize a theme, the contractor must utilize any current theme of the state agency. However, if desired and specified by the state agency, the contractor shall develop a new brand, slogan, tagline, or logo for the state agency. Such development shall be at the sole direction of the state agency and shall be based on the results of independent market research.
- c. The contractor shall provide a minimum of three alternative creative scripts/storyboards, scripts, ads, layouts, etc. to the state agency for review. Once presented to the state agency and as applicable, the contractor shall make any state agency requested changes as quickly as possible.
- d. The contractor shall use images and messages that are at all times commensurate with the dignity of the State of Missouri.
- e. Prior to final development, the contractor must submit all creative concepts to the state agency for review and comment in the form of rough layouts with written copy. After rough layout, design, and copy is approved by the state agency, the contractor shall prepare and submit comprehensive layouts to the state agency for final review and comment. The contractor shall not complete a project, nor have a project produced until the contractor receives final approval of copy and concepts from the state agency.
- f. Once print (including point-of-sale materials) layouts are approved, the contractor's creative personnel shall take the advertising to a final form for approval including all design, copy, and layout. Upon approval of the state agency, subcontractors may be solicited for illustration or photocopy.
- g. Once final form advertising is approved, the contractor shall arrange for and/or provide all services necessary to supply the advertising in the format needed for the production process to occur and for the advertising to be printed.
- h. If legal services are necessary to confirm appropriate use of a concept, name, or term that the contractor strongly feels should be used, the contractor shall be responsible for obtaining and paying for such legal services. However, with prior written approval of the state agency, legal fees connected with telemarketing and copywriting logos, names, or other terms will be reimbursed by the state agency.
- i. Work Products/Materials – If required by the state agency, the contractor shall provide the state agency with electronic files of all finished products or materials created, developed, produced, or designed for use under the contract including text, graphics, products, or other materials.
 - 1) The electronic files must be submitted in pdf format or other format mutually agreed upon between the state agency and the contractor that is viewable on personal computers.
 - 2) A copy of the text, graphics, products, or other materials shall also be presented to the state agency in paper format.

2.4.3 Media Planning and Placement(s)/Purchase(s) – If media planning and placement(s)/purchase(s) are required by the state agency, the contractor shall perform such services in accordance with any media plan approved by the state agency and as follows:

- a. After authorization by the state agency to proceed with services, the contractor shall order space, time, or other approved media and shall endeavor to secure the most advantageous rates available.
 - 1) The contractor shall negotiate for the lowest possible rate(s) on any media placement(s)/purchase(s) on behalf of the state agency and must include negotiated maximum

added value/promotional opportunities and bonus spots (if available) with appropriate written information for state agency approval prior to any purchase. The contractor shall meet with media representatives on behalf of the state agency and shall have, if and when requested by the state agency, a written evaluation of each proposal submitted by media representatives.

- 2) In making media placement(s)/purchase(s), the contractor shall understand and agree that the contractor shall not be acting as an agent of the state and shall not represent itself to be acting as an agent of the state. The contractor shall inform each media representative supplying space, time, or other advertising means that the contractor is not acting as an agent for the state, and that the contractor shall be solely liable for payment to the media representative. The contractor shall invoice the state for all media placement(s)/purchases(s) in accordance with the invoicing requirements herein.
 - The contractor shall only be permitted to invoice the state agency for media placement(s)/purchase(s) after advertising has occurred (see the Electronic Funds Transfer, Invoicing, and Payment Requirements section herein).
- 3) The contractor shall provide appropriate traffic instructions to each media entity.
- b. The contractor shall properly incorporate approved messages in mechanical or other necessary form and shall forward such with instructions for the fulfillment of the advertising order, and shall check and verify instructions, displays, broadcasts, or other media to be utilized to such a degree as is normally performed by advertising/marketing agencies and as regarded as good practice. Although state agency approval has been received by this time, the contractor shall be responsible for ensuring that there are no typographical errors or omissions in the final advertisements.
- c. The contractor shall audit and verify the accuracy of all invoices from media outlets to ensure all advertisements were run and correctly billed. For advertisements not run as requested, the contractor shall either schedule a make good or give credit. The contractor must maintain and keep all records regarding make goods and credits.
- d. Documentation and Reporting – The contractor shall prepare and maintain the following media documentation and shall submit reports to the state agency as elsewhere required herein in Administrative and Reporting Requirements.
 - 1) The contractor must provide the state agency with copies of all insertion orders, change orders, and purchase orders with media/broadcast suppliers.
 - 2) Additionally, the contractor shall regularly evaluate media buys, markets, stations, programming and/or daypart, time period rating points, costs, etc. and shall provide any evaluation recommendations to the state agency.
- e. The state agency will provide the contractor with a quality master or duplicate of the advertisement that is ready for placement.
- f. The contractor shall ensure that all broadcast advertisements contain: (1) the closed captioning of the verbal contents of the advertisement if required by Section 711 of the Communications Act, and (2) the sponsorship identification tag required by Section 73.1212 of the Federal Communication Commission's (FCCs) Rules and such tag shall be in a format that is understandable/legible to the average listener/viewer. At a minimum, the radio tag shall be aural, and the television tag shall be visual.

2.4.4 Media Production, including Video, Audio, and Print Services – If media production services are required by the state agency, the contractor shall either provide or sub-contract the services required for production of final form approved advertisements within required deadlines as follows:

- a. If video media production is approved by the state agency, the contractor shall understand and agree that the state agency may desire to have the video media production handled through the production facility operated by the Department of Elementary and Secondary Education (hereinafter referred to as DESE). Information about DESE Media Production Services can be found on the internet at: <https://dese.mo.gov/communications/media-production-services>. If the state agency handles the video media production through DESE Media Production Services, the contractor shall remain involved in the production by providing creative advice, etc., to the extent deemed necessary by the contractor, the state agency, and DESE Media Production Services personnel. If video media production is not handled through DESE Media Production Services, and the contractor plans to hire a subcontractor to complete the video media production work, then the contractor shall submit three written estimates for video media production services to the state agency for approval.
- 1) Estimates must include all the following as applicable for video media production, and must identify all subcontractors or other parties involved including a full address and other contact information:
 - Media production fees;
 - Contractor recommendation;
 - Pre- and post-production costs;
 - Talent fees;
 - Costs for audio, music, digital, and film transfer; and
 - Contractor fees associated with the production.
 - 2) In the event the contractor proposes using a media production company or an individual located outside the State of Missouri, the contractor must provide the state agency with justification that the available services or facilities within the State of Missouri were not adequate to complete the required work or are not competitively priced.
 - The contractor shall understand and agree that generally, all video media production shall be handled by Missouri firms and individuals, unless there is a substantial reason to obtain services out-of-state.
 - 3) Once video media production is approved by the state agency, if actual charges will exceed 10% more than the written estimate, the contractor must provide and receive approval from the state agency for a revised estimate and written justification for the increase.
- b. If audio media production is approved by the state agency, the contractor shall, if required by the state agency, obtain and submit at least three written estimates, either in an annual aggregate amount or for each radio media production, for radio media production costs for the state agency's approval. The estimates shall include studio time, sound effect costs, needle drop music, miscellaneous materials, phone patch costs, CD copies, contractor fees, etc.
- c. If print media production is required by the state agency, the contractor shall understand and agree that to the extent possible, the state agency will handle printing through the Office of Administration, Division of General Services, Document Solutions (hereinafter referred to as Document Solutions). Information about Document Solutions can be found on the internet at: <https://documentsolutions.mo.gov/>.
- 1) If the state agency handles print media production through Document Solutions, the contractor shall provide electronic files of materials along with all graphics and fonts to the state agency in camera-ready format and ready to send electronically to, and compatible with, Document Solutions. Electronic files must include color separations, linked graphics, fonts, and software specifications. The contractor shall also provide the state agency with printing cost estimates

and printing specifications for all print media. The state agency will work with Document Solutions for printing the materials.

- 2) However, if required by the state agency, the contractor shall be responsible for print media production. In such case, the contractor may be required to submit at least three written estimates for production costs to the state agency for approval.
- d. As required by the state agency, the contractor shall oversee talent payments/invoices and paperwork necessary for all talent/actors used in state agency media. The contractor shall notify the state agency for approval and shall make recommendations for all continued use/holding fees.

2.4.5 Modern and Next Generation Digital and Interactive Media Marketing Services – If advertising using modern digital media is required by the state agency, the contractor shall integrate these activities including, at a minimum, interactive media, social media, mobile apps, and search engine optimization/marketing. If requested by the state agency, the contractor shall perform internet site development, management, or analytics of a website. If required by the state agency, the contractor shall provide artistic direction and site aesthetic design of a state agency's website.

- a. The contractor must comply with state and enterprise policies, standards including technology standards, state accessibility standards, and data security standards and procedures. Detailed standards can be found on the Enterprise Architecture and Security Domain state websites at: <https://oa.mo.gov/information-technology-itsd/it-governance/enterprise-architecture> and <https://oa.mo.gov/itsd/it-governance/enterprise-architecture/security-domain>. Additional specific specifications may be included in the SOW.
 - 1) The contractor shall comply with any new policies and standards that are developed and published and shall ensure their work complies with such policies and standards.
 - 2) The State of Missouri's Chief Information Officer must approve all variances from the Missouri Enterprise Architecture standards.
 - 3) If applicable, all programmers provided by the contractor must adhere to and use programming standards and documentation conventions of the State of Missouri.
- b. The contractor shall understand and agree that the contractor may be required to work with the state agency's Information Technology (hereinafter referred to as IT) department through a specific digital or online marketing project. The state agency's IT department will play a vital role in the development of any of the websites and mobile app development. Some of the services that may be vital in the development of the project may include the following:
 - 1) Architecture Services – Assisting in the development of technical architecture including the facilitation of discipline and domain discovery workshops, technical research, documentation and writing, technical environment analysis, infrastructure analysis, infrastructure planning, and impact analysis.
 - 2) Security, Privacy, and Accessibility Services – Assisting with security expertise related to IT Access Controls, Telecommunications and Networks, Management Practices, IT Policy, Classification and Control, Incident Handling, Awareness and Training, Business Continuity, Compliance, Risk Reviews, Architectures and Models, Laws, Investigations and Ethics, Application and Systems Development, Cryptography, Computer Operations Security, and Physical Controls. In addition, upon the request of the state agency, the contractor shall assist with privacy and accessibility expertise related to the Americans with Disabilities Act and Federal Section 508 compatibility reviews and solution determination and privacy issues surrounding the Health Insurance Portability and Accountability Act (HIPAA).

- 3) **Mobile Application Development Services –** Assisting with application development to support mobile solution implementation. At a minimum, services required shall include business analysis, systems analysis, application design, device testing, user feedback and pilot reviews, application coding/programming, application testing, logical and physical network design, diagnostic activity, load balancing and management reviews, application documentation, and technical writing. The contractor shall understand and agree that all mobile applications developed must include both Apple iOS and Android versions and all web-based applications must incorporate responsive design.
- 4) **Accessibility for Individuals with Disabilities –** The contractor must comply with state and enterprise policies, standards including technology standards, state accessibility standards, and data security standards and procedures. Section 191.863 of the Revised Statutes of Missouri (RSMo) requires state agencies to make information technologies accessible to individuals with disabilities. The State of Missouri's IT Accessibility Standards provide direction for complying with section 191.863, RSMo. All products provided by the contractor including enhancements, changes, and upgrades to products shall comply with the applicable accessibility requirements of the Missouri IT Accessibility Standards, unless the contractor's response to the request for services or SOW contains specific disclosure of product non-conformance.
 - The contractor shall promptly respond to any complaint brought to its attention regarding accessibility of the products provided hereunder that were specified in the contractor's response to request for services or SOW. The contractor shall resolve such complaints by bringing the product into compliance with the applicable Missouri IT Accessibility Standards, at no additional cost to the state. The contractor shall indemnify and hold harmless the State of Missouri and any Missouri government entity purchasing the contractor's products from any claim arising out of the contractor's failure to comply with the aforementioned requirements.
 - The contractor must abide by the Missouri Digital Media Developers (DMD) Web Guidelines, which include the mandatory accessibility information for Section 508 and Chapter 191 compliance for any web-based systems.

2.4.6 Promotional/Collateral Material Distribution and Fulfillment Services – If required by the state agency, the contractor shall perform, at a minimum, the following services:

- a. **Distribution of Materials –** If required by the state agency, the contractor shall distribute collateral materials such as brochures, posters, informational mailings, and other similar marketing materials including specialty advertising items, video multimedia presentations, etc., as approved by the state agency.
- b. **Fulfillment Activities –** If required by the state agency, the contractor shall perform fulfillment activities to further the goals of the state agency or otherwise encourage economic development in the State of Missouri.
- c. **Merchandising Sales Program –** If required by the state agency, the contractor shall administer a merchandising sales program. This program may include wholesale and retail sales of advertising specialties of the state agency.

2.4.7 Public Relations, Image Building, Editorials, Internet Marketing, and Publicity Services – If required by the state agency, the contractor shall perform public relations activities designed to assist in reaching the state agency goals. The contractor's activities shall include, at a minimum, the following services:

- a. **Writing editorials for publication and performance of other public relations, image building, and publicity activities on behalf of the state agency.** The contractor must coordinate any new releases in

advance with the state agency and must obtain the state agency's approval for all news releases, printed materials, and publications issued by the contractor on behalf of the state agency.

- b. Leveraging the contractor's media contacts to cover and use stories about the state agency or the state agency's project.
- c. Assisting with promotions using the internet or other existing or new electronic marketing methods.

2.4.8 Research and Market Analysis Services – If required by the state agency, the contractor shall perform a minimum of the following services:

- a. The contractor shall employ research techniques to measure: (1) the impact and effectiveness of messages, creative designs, and media placement, (2) the opinions of target audience members, and (3) decision trends in the state agency project subject matter including, at a minimum, the following:
 - 1) Assisting the state agency in gathering public input, at a minimum, for the following: public forums, phone or mail surveys, in-person interviewing (formal or informal), and statistical research, as necessary;
 - 2) Assisting the state agency on publicizing market research and any conclusions drawn from market research;
 - 3) Compiling information from standard published surveys conducted by other organizations;
 - 4) Conducting market research and analysis, customer surveys, product surveys, etc.;
 - 5) Providing a Library and Reference Service that may include obtaining reference material, videos, CDs, and photographs needed for state agency projects; and
 - 6) Developing metrics for setting quantifiable goals for use in measuring the contractor's success.

2.5 Statement of Work Requirements:

2.5.1 **Statement of Work (SOW):** In order to fulfill the State of Missouri's procurement obligation to make awards to the lowest and best contractor, the contractor shall understand and agree the state agency will utilize the Statement of Work as the means to (1) competitively bid a specific project among other contractors within the category, (2) identify the specific requirements to be performed, and (3) establish a total price to be paid to the awarded contractor of the SOW upon completion of the specified requirements. The duration of the SOW must not exceed the effective contract period. A template SOW is provided in **Attachment 1**.

2.5.2 **SOW Request** – The state agency's SOW request must explain the scope of the project and the tasks the state agency desires the contractor to perform, including applicable business and technical specifications, and project deliverables, as well as any minimum experience requirements and personnel requirements. In addition, the state agency will specify the evaluation criteria in the SOW that shall be utilized to determine the SOW award. The contractor shall understand and agree that the SOW is typically broken into the following sections:

- a. **Introduction/Overview/Purpose Section:** Brief description of the project. Information provided to acquaint the contractor with the planned project. In addition, the following information will be provided:
 - 1) State agency name/address.
 - 2) Title of SOW.
 - 3) SOW Issue Date.

- 4) **SOW Response Due Date:** The typical response time for SOW Responses is ten (10) business days after issuance.
 - 5) **Project Goals and Objectives:** A description of how the project came to be and why the project is being pursued, and how it relates to other projects. Summary of any statutory authority or regulations affecting the overall requirement; and identify any background materials attached to the SOW. The state agency will also provide any information pertaining to the state agency's business environment such as identification of hours of operation. The state agency will identify specific objectives that the SOW project will achieve. This section should provide a concise overview of the contract effort goals and objectives; and how the results or end products will be used.
- b. **Scope of Work:** A listing of specifications/performance requirements, standards, locations, tasks, deliverables, schedule, and the state identified assumptions. In this section the state agency will define the tasks that the contractor must complete for the SOW project and provide a detailed itemization and description of those tasks (i.e., project work), including requirements for and specified frequency of any required status reports; the specified project tasks must be clearly stated and must be quantifiable. The scope of work section should outline any applicable additional state data requirements (e.g. extraction). The scope of work section includes, but is not limited to the following:
- 1) Minimum Experience Requirements;
 - 2) Personnel Qualifications;
 - 3) Performance Requirements;
 - 4) Deliverables; the state agency should clearly state what work product the contractor must deliver. A description of the acceptance criteria as well as what the contractor must obtain from the state agency to verify the state agency's receipt and approval of the delivered work product will also be included. Typically, payment milestones will be associated with acceptance of deliverables
 - 5) Reporting Requirements;
 - 6) Technical Environment;
 - 7) State's Obligations;
 - 8) State Data;
 - 9) Invoicing and Payment Requirements; and
 - 10) Payment Holdbacks/Liquidated Damages. The SOW may contain withholding amounts, liquidated damages, or other special requirements, including but not limited to maintenance and support, warranty, bond, etc. for the project that are in addition to the other provisions of the contract. Such items shall be listed in the SOW.
- c. **SOW Submission and Evaluation:** In this section, the state agency should clearly define the submission and evaluation criteria. The evaluation of each SOW will include Organizations for the Blind and Sheltered Workshop, Missouri Service-Disabled Veteran Business Enterprise, and Honorably Discharged Veteran Business Enterprise Participation commitments made in the awarded QVL proposal.
- d. **Pricing:** In this section, the state agency should clearly identify all required pricing line items or payment milestones, which should align with the deliverables including line item(s) for the total price to perform the project described in the SOW. All payments shall be made in arrears.

2.5.3 **Issuance of SOW Request:** The state agency will issue the SOW to all awarded contractors for the specific category needed by the state agency.

- a. **SOW Request Amendment:** SOW requirements may be changed by the state agency via an amendment to the SOW prior to the SOW due date.
- b. **Vendor Questions to SOW:** Prior to the SOW Response Due Date, it shall be the contractor's responsibility to ask questions, request changes or clarification, or otherwise advise the requesting state agency if any language, specifications or requirements of the SOW appear to be ambiguous,

contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the SOW to a single source. Any and all communication from contractors regarding specifications, requirements, competitive SOW process, etc., must be directed to the state agency contact listed on the SOW Request document. The state agency will issue additions, revisions, and deletions to the SOW specifications and requirements via an amendment to the SOW, prior to the SOW Response Due Date.

- c. **SOW Pre-Bid Conference:** The contractor should participate in a pre-bid conference, if held by the state agency, in order to provide clarity regarding the SOW. The SOW pre-bid conference will be conducted via a conference call, WebEx, or Teams meeting.

2.5.4 **SOW Response:** The contractor must respond (within a prescribed number of days as stated within the SOW Request by the state agency) to each SOW requested from the state agency with a SOW Response which provides a statement of firm, fixed cost for the project, and technical/service to fulfill the SOW Request. The contractor shall not be paid for the preparation of the SOW Response. The contractor's SOW Response shall include, at a minimum, the following:

- a. **Cost Response:** Firm, fixed price(s) per deliverable to fulfill the SOW Project.
- b. **Approach/Methodology:** Project Overview: Statement of the contractor's understanding of the SOW project and the business/technical needs of the project. A description of how the contractor will specifically go about completion of the work for the SOW project.
- c. **Personnel Qualifications and Biographies:** A description of the contractor's resources proposed to provide the services identified in the SOW project to include but not limited to: human resources to be provided, facility/equipment/supply resources, etc. a description of the minimum qualifications for an individual with a human resource job classification category (i.e., database architect, programmer, etc.) outlining the skills, experience and knowledge/education of the staff being offered for the SOW project.
- d. **Experience of Organization and Past Performance:** A description of the contractor's experience performing the services outlined in the SOW.
- e. **Blind/Sheltered Workshop, SDVE, HDVE Participation:** If the contractor's awarded response included participation, the contractor should provide a description of the contractor's proposed participation by Blind/Sheltered Workshop, SDVE, and HDVE subcontractors, including the work to be performed by the subcontractor(s) and the participation commitment made to the subcontractor(s) for the SOW project.
- f. **Open Records:** The contractor shall understand that each SOW response submitted shall be considered an open record unless otherwise exempt pursuant to the provisions of the State of Missouri Revised Statutes, specifically section 610.021-022, RSMo, and other provisions as may be applicable. If the contractor considers any part of their SOW to be proprietary or confidential, the contractor must clearly identify such part and shall provide adequate explanation of what qualifies the material as being held confidential under the provisions of the State of Missouri Revised Statutes. Unless specific confidential information is requested by the State of Missouri and acknowledged as such, the contractor should **NOT** include confidential material with their SOW response.
- g. **Media Planning and Placement(s)/Purchase(s) Services:** If media planning and placement services are required by the state agency as part of the required services, the contractor shall include a detailed media plan that is designed to further the goals of the state agency as part of the SOW. As instructed by the state agency, the contractor shall consider the integration of digital and online media, social media, and emerging media marketing activities in the media plan.

- 1) For purposes of this document, media shall be deemed to include advertising media, broadcast media, digital media, electronic media, hypermedia, multi-media, new media, news media, print media, published media, social media, etc., and may also minimally include the following:
 - Television, film, video, radio, movies, CDs, DVDs, etc.;
 - Newspapers, magazines, brochures, direct mail, newsletters, books, pamphlets, photography, etc.;
 - Email, text messages, websites, blogs, etc.; and
 - Billboards, transit signs, placards inside and outside buildings or vehicles, flying billboards, blimps, etc.
- 2) The contractor shall include recommendations for appropriate media vehicles, market/Designated Marketing Area (DMA) support, product support, flighting, programming, and point levels within the SOW and guaranteed not-to-exceed total price.
- 3) If required by the state agency, the contractor shall also provide a proposed annual media flow chart that includes a calendar of support by campaign, by medium, by market, and by week in a given fiscal year with flighting, rating points, and costs by project/campaign, and guaranteed not-to-exceed total.
- 4) The media plan and proposed media buys should reflect trends and research consistent with state agency goals and objectives.
- 5) As appropriate for the type of media included in the media plan, the contractor must include all necessary scheduling, markets, stations, programming and/or daypart, time period, target rating points estimated for the project, number of spots, cost per spot, cost per rating point, and total buy costs.

2.5.5 Evaluation of SOW Responses: Each competitive SOW shall be evaluated based on a 200-point evaluation scale as delineated in the SOW Submission and Evaluation section of the specific project SOW.

- a. Responsiveness: The state agency will review each SOW response to confirm that the SOW response meets the minimum requirements stated in the SOW.
 - 1) During the evaluation of the SOW responses, the state agency reserves the right to request clarification of the contractor's intent regarding the contractor's SOW response. Any clerical error, apparent on its face, may be corrected before award of a SOW. Upon discovering an apparent clerical error, the state agency will contact the contractor and request clarification of the intended SOW response. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
 - 2) The state agency may not conduct competitive negotiations during the evaluation of the SOW responses or after award of the SOW. In the event all SOW responses fail to meet the requirements of the SOW, the state agency will cancel the SOW and, if still desired, issue a new SOW with revised specifications.
- b. Cost Proposal Evaluation: The state agency will evaluate the cost proposal in accordance with the cost analysis calculation stated in the SOW request to arrive at the cost points for each SOW response received.
- c. Technical Proposal Evaluation: The state agency will evaluate the technical proposal in accordance with the established evaluation criteria stated in the SOW request. The state agency will provide justification for the score given for each element of the evaluation criteria.

- d. Participation Evaluation – In order to be eligible to receive bonus points for Organizations for the Blind and Sheltered Workshop Participation, Missouri Service-Disabled Veteran Business Enterprise Participation, and Honorably Discharged Veteran Business Enterprise Participation in an individual SOW, the contractor must propose at least same or greater B/SW, SDVE, or HDVE participation as originally proposed in the contractor's awarded proposal submitted in response to STATE 0000000580SL. However, if the contractor proposes less in an SOW response than what was originally awarded to the contractor in STATE 0000000580SL, the vendor will not receive B/SW, SDVE, or HDVE point consideration for the SOW since the participation does not align with the B/SW, SDVE, or HDVE participation awarded with their original evaluation. Additionally, if the contractor's awarded response did not include B/SW, SDVE or HDVE participation commitments, then the contractor shall not be eligible for bonus points in the evaluation of the SOW response.
- e. For each SOW response, the state agency will total (1) the Cost Proposal points, (2) the Technical Proposal evaluation scores, and (3) any bonus points for Organizations for the Blind and Sheltered Workshop Participation, Missouri Service-Disabled Veteran Business Enterprise Participation, and Honorably Discharged Veteran Business Enterprise Participation. The contractor with the highest total combined points shall be considered the "lowest and best" SOW response and awarded the specific project; however, the state agency will have the right to reject all responses and not make an award.
- f. The state agency will document in writing their evaluation justification regarding their award determination of the "lowest and best" SOW at the time each SOW project is awarded. Such documentation shall be considered an open record.

2.5.6 Approval and Award of SOW Response: The state agency will indicate acceptance of the highest-scored SOW response by signing and dating that SOW response. The state agency's designated personnel (1) must retain one signed copy of the awarded SOW response; (2) must forward a copy of the awarded SOW response to the end using state agency; and (3) must send one copy of the awarded SOW response to the awarded contractor. The state agency will inform all responding contractors as to who received the award on the same day as the awarded contractor was notified. In addition to the awarded QVL contract and the SOW Request, any attachments, amendments to the SOW Request, and the SOW response document are considered part of any awarded SOW under the contract.

- a. An approved awarded SOW alone does not constitute an authorization to proceed with project work. The contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency. Project work shall include the contractor's completion of the tasks identified in the awarded SOW.

2.5.7 Implementation/Execution of SOW: After receipt of the state agency's written acceptance of the SOW request and authorization to proceed (in the form of a purchase order or other written document authorizing the contractor to proceed with services that is in addition to the SOW acceptance), the contractor shall perform the services required in accordance with the SOW accepted by the state agency. Unless otherwise specified in the SOW, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services.

2.5.8 SOW Point of Contact: The contractor must function as the single point of contact for the state agency, regardless of any subcontract arrangements for the awarded SOW. This shall include assuming responsibility and liabilities for services provided. By no later than five (5) business days after the state agency authorizes the contractor to proceed with the SOW project, the contractor must provide the state agency with the name, address, and phone number of a person within the contractor's organization who shall serve as the contractor's point of contact for the project.

2.5.9 Modifications to Awarded SOW: After award of a SOW, if the state agency determines that minor modifications within the intent of the SOW are necessary or desired, the state agency will document the requested changes to the contractor. Based on the written instructions provided by the state agency, the

contractor must revise the SOW according to the requirements for the SOW submission specified herein, including any resulting changes in the timeline, amount to be paid to the contractor, etc.

- a. Any requested changes must still be within the intent and scope of the original SOW and the contract.
- b. The contractor shall not proceed with implementation of services related to the revised SOW until final written approval and authorization to proceed is obtained from the state agency.
- c. Any changes to the SOW, after the state's acceptance of the SOW, must be formalized in writing as an official revision to the awarded SOW. The format of SOW revisions shall be consistent with the format of the awarded SOW as outlined above.

2.5.10 Termination of SOW:

- a. The state agency reserves the right to terminate any work assignment (under a SOW as outlined herein) at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least (10) ten calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall, at the option of the state agency, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for service deliverables delivered to and accepted by the state agency for the SOW prior to the effective date of termination. The state agency will not make payment for deliverables that have not been accepted by the state agency for the SOW prior to the effective date of termination.
- b. If state and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract or agreement, or in the event of a change in federal or state law relevant to this contract or agreement, the obligations of each party may, at the sole discretion of the State of Missouri, be terminated in whole or in part, effective immediately or as determined by the State of Missouri, upon written notice to the contractor from the State of Missouri.

2.5.11 SOW Cancellation for Cause:

- a. The state agency reserves the right to cancel the SOW(s) at any time, for cause (hereinafter referred to as breach), without penalty or recourse and with no prior notice to the contractor. At its sole discretion, the state agency may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The state may specify that the actual cure be completed within no more than 10 working days from notification, or at a minimum, that the contractor must provide the state agency within five (5) working days from notification, a written plan detailing how the contractor intends to cure the breach and detailing the timeframe for the proposed cure. The state will have the right to reject all proposed cures.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state agency will issue a notice of cancellation terminating the SOW immediately. If it is determined the state agency improperly cancelled the SOW, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state agency cancels the SOW for breach, the state agency reserves the right to obtain the services to be provided pursuant to the SOW from other sources and upon such terms and in such manner as the state agency deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. Notwithstanding the provisions described herein, no provision in the SOW shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract or termination of SOW(s).

- e. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of cancellation.

2.6 Contractor Performance Management Requirements:

- 2.6.1 The state will monitor the contractor's performance regarding the responses, project performance, and overall contract performance.
- 2.6.2 Project Performance: The contractor's project performance will be reviewed by the state on a weekly or monthly basis, at the state's discretion, by the state agency. The state agency may review the contractor's compliance to the mandatory requirements, including all desirable requirements the contractor indicated they are willing to perform, of the awarded SOW.
- 2.6.3 Overall Contract Performance: The contractor's overall contract performance will be reviewed by the state on a regular basis. The contractor's participation commitment compliance will be reviewed on a monthly basis as reports are submitted.
- 2.6.4 The contractor will be informed by the state of any contract performance issues, the state will require the contractor to implement corrective actions and may be required to submit a written corrective action plan response to the Division of Purchasing. The state reserves the right to remove the contractor and cancel and/or terminate their contract if the state determines that a contractor continues to demonstrate inadequate performance and shows inadequate signs of improvement, as determined by the state, in their performance of their contract obligations. A contractor's inadequate performance on projects may also negatively affect future evaluation considerations for other state projects. If a SOW is cancelled due to inadequate performance, in addition to having the right to cancel the contractor's contract, the state may suspend the contractor from bidding on future State of Missouri solicitations, or take any other action permitted by the contract or law.
- 2.6.5 In lieu of cancelling a SOW or the contract due to inadequate performance, as identified herein, the state may offer the contractor the ability to submit a plan to rectify the performance issues and an opportunity to resolve the performance issues over a defined period of time. While the contractor works to resolve the performance issues for a SOW, the contractor will not be included in the active list of contractors receiving new SOW requests. Once the contractor resolves the performance issues and the project(s) is in good standing, as determined by the state agency and the Division of Purchasing, the contractor may be placed on the active list of contractors receiving SOW requests.

2.7 Artificial Intelligence (AI) Requirements:

- 2.7.1 The contractor shall disclose in writing whether any service or deliverable provided under this contract incorporates or relies upon Artificial Intelligence (AI), Machine Learning, or Automated Decision-Making Technologies. Such disclosure must occur prior to implementation or use in the performance of state business and must be approved by the state, in writing, before the contractor may proceed. The state reserves the right to request additional technical and risk documentation prior to granting approval. Failure to disclose such utilization shall constitute a material breach of contract.
 - a. Initial disclosure of the intent to use AI shall be provided by the contractor in their proposal response prior to contract execution.
 - b. If any AI, Machine Learning, or Automated Decision-Making Technology is introduced after initial disclosure prior to contract award, the contractor shall provide the state with a minimum of 20 business days' advance written notice to the state designated contract manager, who will coordinate technical and risk review with the Information Technology Services Division, prior to utilizing any new, previously undisclosed, or third-party AI (including Generative AI), Machine Learning, or Automated Decision-Making Technologies in the performance of its obligations under this contract. The state

retains sole discretion to approve or deny the contractor's use or integration of these technologies into the contract work. The contractor shall not proceed with the integration or use of these technologies unless and until written approval is granted by the state. Failure to respond by the state shall not be construed as approval.

- 2.7.2 If AI is used to develop or perform any services under the contract, the contractor must not transmit, process, analyze, store, train, fine-tune, or otherwise use any State Data in any Artificial Intelligence (AI) system—including Generative AI (GenAI), Large Language Models (LLMs), Machine Learning models, external analytics services, or Automated Decision-Making Technologies—without prior written authorization from the state.
- a. Notwithstanding any authorization granted by the previous statement, the contractor shall not use State Data, or any derivative data, to train, fine-tune, or enhance any proprietary or third-party AI models.
- 2.7.3 The contractor shall ensure that its employees, agents, subcontractors, affiliates, and any third parties acting on its behalf strictly comply with all AI provisions set forth in this contract. The contractor shall be fully responsible and strictly liable for any acts, omissions, or violations of these requirements by such parties. The contractor shall agree to defend, indemnify, and hold harmless the state from any claims, damages, liabilities, or expenses (including legal fees) arising out of or related to the unauthorized or non-compliant use of AI technologies by the contractor or any party acting on its behalf.
- 2.7.4 The state reserves the right to deny the use of any AI system for any reason, or to rescind previous approval, at its sole discretion.
- 2.7.5 The state reserves the right to amend the contract, without additional cost, to incorporate updated AI terms, conditions, and security protocols. Furthermore, the state may cancel this contract immediately, without penalty, if it determines in its sole discretion that the contractor's use or integration of AI, Machine Learning, or Automated Decision Making Technologies, pose unacceptable risk(s) to state data, operations, or cybersecurity.
- 2.7.6 If AI is used to provide the services required herein, the contractor must comply with NIST AI Risk Management Framework 1.0, or newer versions, as required to satisfy an audit from a federal agency, state agency, or other regulatory body, including framework revisions adopted by these entities.
- 2.7.7 The contractor must provide the state, at a minimum, the following information for any Machine Learning, AI models, or Automated Decision-Making Technologies used to provide the services required in the contract:
- A detailed description of the Machine Learning, AI model, or Automated Decision-Making Technologies to be used (e.g., model name, provider);
 - The specific purpose and scope of its use;
 - A description of the data inputs to be used and the outputs to be generated;
 - A summary of the contractor's risk assessment, including how the contractor plans to mitigate risks of inaccuracy, bias, and data privacy violations;
 - Process workflow;
 - Network diagrams;
 - Large Language Model (LLM) frameworks and related services;
 - LLM data sources during training and ongoing;
 - Information security procedures;
 - Governance related to the LLM and infrastructure;
 - Audit procedures; and
 - Any other additional documentation or technical specifications regarding the technology that the state may request to evaluate compliance with state policies or assess and mitigate risk.

- 2.7.8 The state reserves the right to audit the Machine Learning solution, AI solution, and Automated Decision-Making Technologies used within the service. This audit may evaluate data usage, compliance, and the ethics and accuracy of the system's calculations and outputs.
- 2.7.9 The contractor shall be solely and fully responsible for the factual accuracy, completeness, and quality of all deliverables, regardless of whether AI was used in the preparation of the deliverable.
- 2.7.10 The contractor must warrant that all content, data, analysis, and recommendations generated by an AI system have been independently reviewed, fact-checked, and verified for accuracy and appropriateness by contractor qualified human experts prior to its submission of the content, data, analysis, and recommendations to the state.
- 2.7.11 The contractor warrants that all deliverables, data, and outputs provided under this contract shall be accurate, complete, and compliant, regardless of whether AI or Generative AI technologies were used to produce them. The contractor acknowledges that third-party AI provider disclaimers shall not shield the contractor from liability. The contractor shall indemnify, defend, and hold harmless the state against any third-party claims, losses, or damages resulting from AI-generated errors, omissions, systemic defects, or "hallucinations," and shall bear all costs associated with remediating such errors.
- 2.7.12 Data Isolation: The contractor must ensure that any approved use of an AI system is conducted in a secure, isolated environment (e.g., an enterprise-level instance) where "opt-out" from model training is enabled and enforced, and where no State Data is retained, logged, or used by the AI provider for any purpose other than to fulfil contractor's obligations under this contract.

2.8 Team/Personnel Qualifications:

- 2.8.1 The contractor shall understand and agree that the state agency reserves the right to request any of the contractor's personnel assigned to provide the services be removed without just cause. The contractor shall understand and agree that the state agency will allow the contractor a reasonable time to find a replacement. The state agency shall approve all replacement personnel. The state agency reserves the right to require background checks and non-disclosure agreements (NDA) of selected contractor personnel, at the contractor's expense.
- 2.8.2 Contact Person: The contractor shall designate a contact person who shall serve as the contractor's contact and shall be the liaison between the contractor and the state agency by no later than five (5) business days after authorization to proceed.

2.9 Performance Requirements:

- 2.9.1 The contractor shall understand and agree no state data shall be stored, transmitted, or accessed outside the Continental United States under the resulting contracts.
- 2.9.2 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.

2.10 Missouri Statewide Contract Quarterly Administrative Fee:

- 2.10.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all services provided under the contract, including media purchases, third party costs, and any pass-through expenses necessary to complete the services required. Payment of the one percent administrative fee shall be non-negotiable.
- 2.10.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%)

of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

2.10.3 Payments shall be made using one of the following acceptable payment methods:

- a. Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
- b. Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

2.10.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

2.11 Missouri Statewide Contract Quarterly Administrative Fee Report:

2.11.1 The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

2.11.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

2.11.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as **Attachment 2. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:**

- a. Mail: Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing,
301 West High Street, Room 630, Jefferson City, MO 65101-1517

b. Fax: (573) 526-9815

c. Email: ereports@oa.mo.gov

2.11.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.12 Administrative and Reporting Requirements:

2.12.1 The contractor shall not invoice nor be paid for personnel time spent performing administrative duties required in the following paragraphs, nor shall the contractor be paid for submitting any required reports.

2.12.2 Customer Satisfaction Survey – Following completion of each project or hourly services, the contractor must provide the state agency with a customer satisfaction survey questionnaire to complete and return regarding the contractor's performance related to the completed project/services.

2.12.3 State Agency Reports – If required by the state agency, the contractor shall provide any or all of the following reports required by the state agency, depending on the statement of work or hourly as needed services. For each report specified below, the contractor must obtain the prior written approval of the state agency on the format and design of the report prior to its first submission.

a. Progress Report – If required by the state agency for a statement of work or for individual activities included in a statement of work, the contractor shall provide the state agency with a monthly progress report for review and approval, unless a different reporting schedule is otherwise required by the state agency. The progress report should outline the following information:

- 1) The specific accomplishments achieved during the reporting period;
- 2) The specific tasks completed pursuant to the provisions of the statement of work and the completion dates of such tasks;
- 3) The specific tasks for the next reporting period, and an itemized list of anticipated expenditures and costs for such tasks;
- 4) The anticipated completion dates for remaining specific tasks pursuant to the statement of work;
- 5) A specific editorial and public relations evaluation which must include publication profiles, tear sheets, and clippings, as appropriate; and
- 6) Any other pertinent information and accomplishments from the reporting period.

b. Budget Reports –

- 1) Budget Assessment Report – On a monthly basis, unless a different reporting schedule is otherwise required by the state agency, the contractor shall submit a written spreadsheet report to the state agency that details the status of the approved statement of work budget. The report shall include documentation of the activity approval by the state agency, each approved budget item by activity, billed verses committed amounts, and the remaining budget balance.

- 2) Project Estimate Changes Report – Any time the actual costs and expenses change, or if an estimate for a specific activity changes by more than 10% from the estimated budget amount previously approved by the state agency, the contractor must provide revised estimates to the state agency for approval, and must include written justification for any increase. The contractor must not proceed with execution of the activity until notification by the state agency of approval to proceed based on the new budget estimates.
 - c. Usage Report – The contractor shall submit a usage report to any state agency requesting such report in a frequency requested by such state agency. The contractor shall submit the usage report to the state agency for only those services provided for the specific requesting state agency. The contractor must submit the report electronically in an analysis-ready format specified and approved by the state agency, such as Microsoft Excel or Access.
 - d. Annual Report – If required by the state agency, the contractor shall submit a report containing documentation measuring the results of the statement of work performed.
 - e. Ad Hoc Reports – The contractor shall develop and provide ad hoc reports as required and requested by any state agency, at no additional cost to the state agency. The contractor must submit the ad hoc reports electronically in an analysis-ready format specified and approved by the state agency, such as Microsoft Excel or Access.
- 2.12.4 Traffic – The contractor shall provide all traffic services necessary for the timely completion of the state agency statement of work.
- 2.12.5 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.

2.12.6 Contract Monitoring: The state agency reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the state agency determines the contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below:

- a. Withholding authority to proceed to the next phase of the project until the state agency receives evidence of acceptable performance within a given contract period;
- b. Requiring additional, more detailed financial reports or other documentation;
- c. Additional contract monitoring;
- d. Requiring the contractor to obtain technical or management assistance; and/or
- e. Establishing additional prior approvals from the state agency.

2.12.7 Missouri Statewide Contract Quarterly Usage Report: The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing that provides the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to the Division of Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- a. The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the

month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

- b. The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the “Missouri Statewide Contract Quarterly Usage Report” worksheet included herein in **Attachment 3** which is downloadable from <https://purch.oa.mo.gov/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.
- c. The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days’ written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days’ notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.13 Financial Records and Document Retention:

- 2.13.1 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles.
- 2.13.2 The contractor shall maintain all financial records, supporting documentation, and all other records pertinent to the contract for a period of five (5) years from the date of the final payment by the state agency or the completion of an audit, whichever is later, or as otherwise stated in the contract.
 - a. If any litigation, claim, negotiation, audit, investigation, or other action involving the records has been started before the expiration of the five (5) year period, the contractor shall retain the records until completion of such action and resolutions of all issues that arise from it or until the end of the regular five (5) year period, whichever is later.
 - b. If the state agency is subject to any litigation, claim, negotiation, audit, or other action involving the records, the state agency will notify the contractor in writing to extend the contractor’s retention period.

2.14 Electronic Funds Transfer, Invoicing, and Payment Requirements:

- 2.14.1 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>.
- 2.14.2 Invoicing: For each awarded SOW, the contractor shall invoice the requesting state agency as identified in the contractor’s approved SOW. In the event the contractor has been authorized to proceed on more than one quote request, the contractor must submit separate invoices for each SOW. The contractor shall perform the services prior to invoicing the state agency.
 - a. 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.

- b. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.
- c. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and should be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- d. The contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.

2.14.3 Payment:

- a. The contractor shall be paid in accordance with the prices quoted on the contractor's approved statement of work.
- b. The contractor shall understand that each state agency utilizing the contractor's services will be solely responsible for payment of only those services required by the state agency.
- c. The contractor shall understand and agree that the State of Missouri **does not make advanced payments to the contractor** for any services performed or goods purchased or provided.
- d. The contractor shall pay all suppliers, media, production facilities, vendors, subcontractors, etc. by no later than two (2) calendar weeks after the date of payment from the State of Missouri.
- e. Personnel time spent performing indirect, support, and supervisory duties shall not be invoiced, nor will be paid by the state agency, unless such personnel provide a direct service. The contractor shall not invoice, nor will the contractor be paid for the time spent performing the Administrative and Reporting Requirements or the Electronic Funds Transfer, Invoicing, and Payment Requirements specified herein.
- f. The contractor shall not be paid for personnel time spent traveling, unless specifically approved by the state agency as part of the contractor's statement of work.
 - 1) For example, the time the contractor's personnel spend traveling from the contractor's official domicile to Jefferson City or any other state agency meeting location shall not be billable.
 - 2) However, as another example, if the statement of work requires the contractor's personnel travel on an outing related to providing contract services, the state agency may approve payment of the personnel's hourly prices for the time the person is traveling.
- g. Payments are due upon receipt of a valid invoice, payable in 30 calendar days. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- h. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- i. 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.

- j. 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/vendor-services/Portal/Default.aspx>.

- 2.14.4 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 purchased as a result of the quote request.
 - 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.
- 2.14.5 If the state agency denies a request by the contractor for payment or reimbursement, the state agency will provide the contractor with written notice of the reason(s) for denial.
- 2.14.6 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.
- 2.14.7 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 Purchasing.

3.2 Non-Discrimination and Affirmative Action:

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

3.3 Americans with Disabilities Act:

- 3.3.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA), ADA is 42 U.S.C. section 12101, et seq.

3.4 Anti-Discrimination Against Israel Act Contractor Requirements:

- 3.4.1 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
- 3.4.2 If during the life of the contract, the contractor's business status changes according to section 34.600, RSMo, then the contractor shall comply with, complete, and submit to the Division of Purchasing an updated **Exhibit J**, Anti-Discrimination Against Israel Act Certification.

3.5 Authorized Personnel/E-Verify:

- 3.5.1 For work performed under the contract, the contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws, including section 285.530 RSMo and Executive Order 07-13. If the contractor employs personnel not authorized to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse, and to pursue any other remedies permitted by the contract or by applicable state or federal law.
- 3.5.2 Prior to the performance of any services, a contractor meeting the definition of a business entity in section 285.525, RSMo, shall maintain enrollment and participation in the E-Verify Federal work authorization program with respect to the employees hired after enrollment in the program for work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall enroll and participate in the E-Verify program.
- 3.5.3 The contractor shall only be required to provide the affidavits required in section 285.530.2, RSMo, to the state on an annual basis. <https://purch.oa.mo.gov/vendor-information/affidavit-work-authorization-annual-renewal>.
- 3.5.4 The contractor shall ensure that its subcontractors comply with section 285.530, RSMo.

3.6 Business Registration:

- 3.6.1 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.

3.7 Data Breach:

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

3.8 Elected or Appointed Officials and Employees:

- 3.8.1 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.

3.9 Indemnification:

- 3.9.1 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.

3.10 Legal Proceedings:

- 3.10.1 For any legal action or other proceedings, per section 27.050 and section 27.060, RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.
- 3.10.2 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.
- 3.10.3 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.

3.11 Negotiations:

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

3.12 Federal Funds Requirements:

- 3.12.1 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 4** or other requirements identified by the federal government.

3.13 Invoicing and Payment:

- 3.13.1 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.

3.14 Non-Appropriation of Funds:

- 3.14.1 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).
- 3.14.2 To the extent that federal funding is used for the contract, the contract shall not be binding upon the state for any period in which such funding is reduced, terminated, withheld, restricted, or is frozen or paused.

3.15 Work Outside the United States:

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

3.16 Open Records:

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

3.17 Protests:

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

3.18 Record Access:

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

3.19 State Preferences:

- 3.19.1 If the contractor's awarded proposal included state preferences, the contractor must comply with the rules applicable to those preferences including:
- a. Section 34.070 and section 34.073 RSMo for Missouri business preferences;
 - b. Section 34.074 RSMo and 1 CSR 40-1.050 for Service-Disabled Veteran Enterprises;
 - c. Section 34.069 RSMo for Honorably Discharged Veteran Enterprises; and
 - d. Section 34.165 RSMo and 1 CSR 40-1.050 for Organizations for the Blind/Sheltered Workshops.

3.20 Taxes:

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

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

4. GENERAL CONTRACTUAL REQUIREMENTS SECTION

4.1 Contract Definition:

4.1.1 A binding contract shall consist of the following documents:

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

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

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

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

4.1.5 The contractor shall agree to furnish all awarded services specified in each awarded quote request, at the prices quoted in the awarded quote request.

4.1.6 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of written authorization to proceed from the state, such as an order form, (in addition to the Division of Purchasing's "notice of award").

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

4.2 Contract Amendment:

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

4.3 Contract Period:

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

4.3.2 Renewal Options: The Division of Purchasing shall have the right, at its sole option, to renew the contract for three (3) additional one-year period(s), or any portion thereof. In the event the Division of Purchasing exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

4.4 Contract Pricing:

- 4.4.1 All prices shall be firm, fixed, and as indicated in the statement of work request. 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.

4.5 Termination for Convenience:

- 4.5.1 The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination. The state shall determine the value of any work in process, but not completed and accepted by the state, based on the work products created and agreed to by both parties.
- 4.5.2 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.

4.6 Cancellation for Breach of Contract:

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

4.7 Contract Assignment:

- 4.7.1 Any contract assignment, except as noted below, shall require prior written consent by the state, which shall not be unreasonably withheld. However, the contractor may assign the contract without the state's prior consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, contingent upon the assignee agreeing to be bound by all of the terms of the contract with the State of Missouri and all past due fees are paid in full. The contractor must notify the Division of Purchasing of all contract assignments, which shall be addressed in a contract amendment. Any other means of

assignment shall be void and of no effect. Subject to the foregoing, the contract shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

4.8 Contractor Liability:

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

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above) or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

4.8.2 The contractor shall indemnify, defend, and hold harmless the State of Missouri, its officers, agents, and employees (the "Indemnitees") from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising from or related to the contractor's use of AI, including, but not limited to:

- a. Any claims arising from factually inaccurate, "hallucinated," or misleading information in any deliverable.
- b. Any claims of intellectual property infringement (e.g., copyright, patent) resulting from AI-generated content.
- c. Any claims arising from a breach of data confidentiality or privacy laws resulting from the AI system's use.
- d. Any claims of discrimination, bias, or other unlawful impacts caused by the AI system's output or recommendations.

4.9 Liabilities:

4.9.1 Contractor's liability for damages to the state for any cause whatsoever, whether in contract or in tort, but excluding negligence, shall be limited in the aggregate to two (2) times the total quote request price of the quote request which gave rise to the damages. The foregoing limitation of liability shall not apply to:

- a. Claims brought against the state by third parties for bodily injury to persons or damage to real or tangible personal property caused by contractor's negligence or willful misconduct; or
- b. Claims arising out of injury to the person and/or damage to the property of the state, employees of the state, persons designated by the state for training, or any other person(s) other than agents or employees of the contractor, designated by the state for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the deliverables either at the contractor's site or at the state's place of business, provided that the injury or damage was caused by the direct negligence of the contractor;
or

- c. The Missouri Constitution, Article III, sec. 39, prohibits the State from indemnifying, holding harmless, or agreeing in advance to defend any person or entity; or
- d. Costs or attorneys' fees which the state becomes entitled to recover as a prevailing party in any action, if authorized by law; or
- e. The liability under the section entitled "Inventions, Patents, and Copyrights" to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights.

4.9.2 In no event shall the parties be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except to the extent that contractor's liability for such damages arises out of sub-sections a through d above.

4.9.3 Nothing herein shall be construed to waive or limit the state's sovereign immunity or any other immunity from suit provided by law.

4.9.4 State's liability for damages to the contractor for any cause whatsoever, whether in contract or in tort shall be limited in the aggregate to no more than the total quote request price of the quote request which gave rise to the damages.

4.10 Insurance:

4.10.1 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.

4.11 Single Point of Contact and Responsibility:

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

4.12 Contractor Status:

4.12.1 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.

4.13 Subcontractors:

4.13.1 The contractor shall assume and be solely responsible for fulfillment of all contractual obligations and all legal and financial responsibilities related to the execution of a subcontract.

4.13.2 The contractor shall understand and agree that utilization of a subcontractor to provide any of the services in the contract shall not relieve the contractor of the responsibility for providing the services specified

herein. The contractor shall coordinate activities with the contractor's subcontractors. The state will coordinate activities between the contractor and third party vendors provided by the state.

- 4.13.3 Except in cases where the state's actions are the cause of a subcontractor claim, the contractor must ensure that the State of Missouri is indemnified, saved, and held harmless from all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters to the same extent the contractor indemnifies the state as described in the contract between the State of Missouri and the contractor.
- 4.13.4 The contractor must notify the State of Missouri upon establishing any new subcontracting arrangements related to the products and/or services provided to the State of Missouri as a result of the contract.
- 4.13.5 Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
 - a. The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - b. The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

4.14 Participation by Other Organizations:

- 4.14.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop, and/or Service-Disabled Veteran Business Enterprise (SDVE), and/or Honorably Discharged Veteran Business Enterprise (HDVE) participation levels committed to in the contractor's awarded proposal. The contractor must meet their participation commitment identified in their awarded proposal, regardless of the products and/or services purchased by the state from the contract.
 - a. The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, and/or SDVEs, and/or HDVEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.
 - b. The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop, SDVE, and HDVE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
 - c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops, or other SDVEs, or other HDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.

- 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. No later than 30 calendar days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at <https://purch.oa.mo.gov/vendor-information> or another affidavit providing the same information.

4.15 Substitution of Personnel:

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

4.16 Coordination:

- 4.16.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing throughout the effective period of the contract.

4.17 Property of State:

- 4.17.1 All documents, data, reports, 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.
- 4.17.2 The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.
- 4.17.3 The contractor understand and agree that any and all of the following property and/or work products that are developed or acquired by the contractor, pursuant to the terms of the contract, shall become the property of the State of Missouri, which shall include all rights and interests for present and future publication, display, sale, copyright, or other use as deemed appropriate by the state agency, unless prior approval is received by the state agency for single use or restricted use. Original designs for the state agency shall be exclusive property of the State of Missouri. No complete design (or art) or any part of a design (or art) shall be used by the contractor in the production of products for another client without the prior written consent of the state agency.
 - a. All scripts, exhibits, film negatives, artwork (original and camera-ready, including any font modifications or artwork manipulation), design features, copy, graphics, and concepts;
 - b. All programs, plans, materials, documents, reports, and recommendations, etc.;

- c. Releases from any and all talent involved in the advertising;
- d. All video and audio tapes, including duplicates and outtakes; and
- e. All photography, with the exception of stock photography required to complete approved assignments, including non-published photography.

4.17.4 The State of Missouri shall have the right to reproduce and/or use any products derived from the contractor's work under the contract without payment of any royalties, fees, etc., except for those fees, royalties, etc. charged by a subcontractor, provided that (1) the subcontract requires the payment of such royalties, fees, etc. and (2) the state agency agrees to pay such royalties, fees, etc. for continuous use of the product, prior to performance by the subcontractor or use of the subcontractor's property.

4.17.5 The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or graphic/creative software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.

- a. All software applications, information systems, modifications, warranties, and licenses (including any website programming and source codes) developed, acquired, and/or used by the contractor pursuant to the contract shall be the property of the State of Missouri.
- b. The contractor shall further agree that no reports, documentation, or materials prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.

4.18 Inventions, Patents, and Copyrights:

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

4.19 Confidentiality and Security Documents:

4.19.1 Neither party shall disclose or use any confidential information of the other party, except as reasonably necessary to perform its obligations or to exercise its rights pursuant to the contract or with the other party's prior written permission.

4.19.2 If required by the state, the contractor must sign specific documents regarding confidentiality, security, or other similar documents that align with the confidentiality and security terms in the contract upon request, concerning the services provided for in the contract, and are consistent with the terms of the contract. The contractor shall have the opportunity to review, discuss, and approve the documents the contractor must sign prior to signature. The contractor shall ensure that its personnel, its subcontractors, and its subcontractors' personnel adhere to the confidentiality and security required by the contract. Failure of the contractor to sign such documents absent a good faith basis may be considered a breach of contract and subject to the cancellation provisions of this document.

4.20 Actions, Suits, or Proceedings:

4.20.1 The contractor must notify the State of Missouri immediately if the contractor becomes aware of any action, suit, or proceeding, pending or threatened that will have a material adverse effect on contractor's ability to

fulfill the obligations under the contract. The contractor's public filings with the United States Securities and Exchange Commission (SEC) shall meet the notice requirement set forth herein.

- 4.20.2 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the State of Missouri, Division of Purchasing immediately.

4.21 Warranties and Representations:

- 4.21.1 The contractor expressly warrants that all equipment, supplies, and/or services provided shall:

- a. Conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Division of Purchasing,
- b. Be fit and sufficient for the purpose expressed in the RFP,
- c. For any goods provided, be merchantable,
- d. Be of good materials and workmanship, and
- e. Be reasonably free from defect.

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

4.22 Conflict of Interest:

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

4.23 Remedies and Rights:

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

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

- 4.23.3 The contractor understands and agrees that the state reserves the right to consider the contractor's failure to perform requirements and commitments specified in the contract in future procurement evaluations.

4.24 Communications and Notices:

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

4.25 Survivability of Terms:

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

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

5. VENDOR SUBMISSION, EVALUATION, AND AWARD INFORMATION SECTION

5.1 Proposal Submission Overview:

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

5.2 Preparation of Proposals:

- 5.2.1 Business Compliance Pre-Work: **Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits explained in the evaluation process section herein, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a proposal.**
- 5.2.2 RFP Vendor Response Exhibits: The vendor must submit properly completed RFP Vendor Response Exhibits as their proposal. Each exhibit includes instructions outlining the information to be provided in response to the exhibit.
 - a. **Exhibit A**, Proposal Signature Page should be completed and placed at the beginning of the proposal to declare understanding, agreement and certification of compliance to provide the items and/or services in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any RFP amendments. The remaining exhibits should be placed in sequential order after the **Exhibit A**, Proposal Signature Page.
 - b. **Exhibit C**, Vendor Proposed Advertising Category must be completed and submitted with the vendor's proposal in order to be considered responsive and to identify the category(ies) the vendor is proposing to provide.
 - c. **Exhibit D**, Vendor Qualifications and Current/Prior Experience Verification should be completed with information related to the experience requirements identified in Section 2.2 of this RFP, which must

be met at the time of proposal submission in order to be considered responsive. In addition, the vendor should provide information related to previous and current services/contracts performed by the vendor's organization which are similar to the requirements of this RFP to verify the vendor is responsible and reliable and to confirm that the vendor has the required experience. If the vendor is proposing an entity other than the vendor to perform the required services/products, the vendor should also submit the information requested for such proposed subcontractor.

- d. Vendors do not need to return the RFP Sections or RFP Attachments contained herein with their proposal.

5.2.3 Proposal Preparation Costs: Any and all costs incurred by the vendor in preparing or submitting a proposal shall be the vendor's sole responsibility whether or not any award results from this RFP. The state shall not reimburse such costs.

5.2.4 Proposal Page Numbering: The proposal should be page numbered.

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

5.2.6 Embedded Files, Hyperlinks, and Video Clips: The vendor should not include embedded files, hyperlinks, or video clips within their response to the RFP. In the event the vendor provides embedded files, hyperlinks, or video clips, the vendor shall understand the state is not obligated to consider such information in the evaluation of the vendor's response.

5.2.7 Completeness of Proposal: It is the vendor's sole responsibility to submit complete and clear information in their proposal in response to the RFP Vendor Response Exhibits. The state is under no obligation to solicit such information if it is not included in the vendor's response. The vendor's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Information not relevant to the requirements herein and to explaining the vendor's proposed solution should be excluded from the vendor's response.

5.3 Compliance with Requirements, Terms and Conditions:

5.3.1 Non-compliant proposals shall be ineligible for award pursuant to 1 CSR 40-1.050(21) which, in part, states, "(21) Awards are to be made to the bidder/offeror whose bid/proposal complies with— (A) All mandatory specifications and requirements of the bid/proposal." Therefore, taking exception to mandatory provisions of the RFP shall place the vendor at risk for being non-responsive and ineligible for award.

5.3.2 Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.

5.3.3 The vendor is cautioned when submitting pre-printed terms and conditions or other types of material to ensure such documents do not contain terms and conditions that conflict with those of the RFP and its contractual requirements.

5.3.4 If the vendor's response includes any exceptions to the mandatory provisions of the RFP, the vendor must (1) identify the specific RFP paragraph number to which the exception applies along with a description of why the vendor is taking exception to the provision; and (2) any proposed alternative language the vendor would like the state to consider to replace the provision. However, the vendor must understand and agree:

- a. Exceptions to mandatory provisions of the RFP place the vendor at risk for being non-responsive and ineligible for award. The state is not obligated to revise the RFP to make provision for the identified exception(s).

- b. Section 1 of the RFP provides required instructions for addressing RFP questions and requesting changes or clarifications to the RFP **prior to** the proposal closing date, revisions to the RFP after the proposal closing date and time can only be made through the competitive negotiation process described herein. However, the state shall not be obligated to conduct competitive negotiations.

5.3.5 In the event that the vendor is an agency of state, local, or federal government or political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by the Division of Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by the Division of Purchasing. If the Division of Purchasing determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.

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

5.4 Confidentiality and Proprietary Materials:

5.4.1 Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.

5.4.2 Missouri Sunshine Law: The Division of Purchasing is a governmental body under the Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "liberally construed and their exceptions strictly construed" to promote the public policy that records are open unless otherwise provided by law.

5.4.3 Proposal Confidentiality: Regardless of any claim by a vendor as to material being proprietary and not subject to copying or distribution, or how a vendor characterizes any information provided in its proposal, all material submitted by the vendor in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to the Division of Purchasing after award. The vendor should presume information provided to the Division of Purchasing in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law. The vendor's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal of their proposal in its entirety. Except for information the Division of Purchasing deems confidential, the vendor is advised not to include any information in the proposal that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers. Therefore, **vendors should NOT include confidential material with their proposal.**

5.4.4 Information Not Considered Confidential: In no event will the following be considered confidential or exempt from the Missouri Sunshine Law; however, this is not meant to be an all-inclusive list:

- a. Vendor's entire proposal;
- b. Vendor's proposed method of performance, approach, work plan, and technical capabilities including schedule of events and/or deliverables;
- c. Vendor's experience information including customer lists or references; and
- d. Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).

5.5 Foreign Vendors:

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

5.6 Online Submission of Solicitation Response:

- 5.6.1 In order for the vendor to submit their proposal, the vendor must be registered in MissouriBUYS, powered by MOVERS in a “Prospective” or “Spend Authorized” registration status. The vendor must achieve “Approved” registration status in MissouriBUYS (WebProcure/Proactis) and “Spend Authorized” registration status in MissouriBUYS, powered by MOVERS in order to be considered for a contract award. MissouriBUYS, powered by MOVERS is the State of Missouri’s web-based procurement system located at <https://www.missouribuys.mo.gov>. Detailed instructions pertaining to vendor registration can be found at: <https://missouribuys.mo.gov/media/pdf/vendor-registration-instructions>.
- 5.6.2 The registered vendor must submit their sealed proposal electronically through MissouriBUYS, powered by MOVERS. Hardcopy proposals are not accepted. All proposals must (1) be submitted by a duly authorized representative of the vendor’s organization and (2) contain all information required by the RFP. Unless the RFP specifies otherwise, no other means of proposal submission, modification, or retraction or withdrawal shall be allowed.
- Registered vendors must submit their proposal electronically through MissouriBUYS, powered by MOVERS by completing, attaching, and submitting all completed RFP Vendor Response Exhibits (including **Exhibit A**, Proposal Signature Page and all other exhibits) and all other contents of their proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required information. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS, powered by MOVERS website at: <https://missouribuys.mo.gov/media/pdf/movers-bid-response-instructions> (see Bid Response Instructions for MissouriBUYS, powered by MOVERS). Electronic responses shall not be submitted via email.
 - The exhibits and forms 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.
 - In the event the registered vendor attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document. and clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the

provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.

- c. Faxed and emailed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

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

5.7 Proposal Opening:

- 5.7.1 Proposal openings will occur on the proposal closing date and the opening time specified on the RFP document. Only the names of the respondents/vendors will be made available to the public after the proposal opening. All vendors may view the same proposal response information on the MissouriBUYS, powered by MOVERS System. The contents of the responses shall not be disclosed at this time.
- 5.7.2 Late Proposals: Proposals which are not received in the MissouriBUYS, powered by MOVERS System prior to the official proposal closing date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened and considered under extraordinary circumstances in accordance with 1 CSR 40-1.050.

5.8 Evaluation Process:

- 5.8.1 Compliance Review: Each proposal submitted in response to the RFP will be reviewed for compliance with the mandatory requirements of the RFP. The vendor shall understand the state will not award a contract to a vendor with a non-responsive (non-compliant) proposal.
- a. A proposal which contains non-responsiveness issues which could never be expected to be brought into compliance, even if given an opportunity for competitive negotiations, shall be considered unacceptable and eliminated from further consideration in the evaluation.
 - b. Proposals with non-responsiveness issues which could be corrected during competitive negotiations, if conducted, shall be considered potentially acceptable and remain in the evaluation process until a decision is made in regard to competitive negotiations. Proposals that remain non-responsive at the conclusion of the evaluation process, whether competitive negotiations were or were not conducted, shall be considered non-responsive and therefore ineligible for contract award.
 - c. In the event only one proposal is received, the State of Missouri reserves the right to review the proposal to determine if the vendor is responsive, responsible, and reliable and is therefore eligible for award. Such determination shall be based upon information submitted in the proposal.
 - d. The Division of Purchasing reserves the right to reject any and all proposals.
 - e. The Division of Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- 5.8.2 Business Compliance Requirements: **Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a proposal.** In order to be considered eligible for award of a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. Vendor's failure to complete the pre-work necessary for submission of completed business compliance exhibits identified below prior to submission of their proposal may result in a non-compliance determination of their proposal response. In order to verify the vendor's compliance, the state will review the vendor's response to the following Business Compliance Exhibits:
- a. **Business Compliance Exhibit G, 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 H**, Registration of Business Name with the Missouri Secretary of State - In accordance with section 351.572, RSMo, the vendor must obtain a certification of authority be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.
- c. **Business Compliance Exhibit I**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" (<https://revisor.mo.gov/main/OneSection.aspx?section=285.530#:~:text=285.530..liability%20of%20contractors%20and%20subcontractors>), the vendor must affirm the vendor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor should complete applicable portions of **Exhibit I**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- d. **Business Compliance Exhibit J**, Anti-Discrimination Against Israel Act Certification - Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the vendor has ten or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract.
- e. **Business Compliance Exhibit K**, Services Outside the United States - If any services offered under this RFP are being performed at sites outside the United States, the vendor must disclose such fact and provide details with the proposal.
- f. **Business Compliance Exhibit L**, Employee/Conflict of Interest – Elected or appointed officials or employees of the State of Missouri or any political subdivision serving in an executive or administrative capacity participating in a response to the RFP must disclose their involvement to identify the conflict of interest.
- g. **Business Compliance Exhibit M**, Federal Funding Unique Identity ID - The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number and on the **Exhibit M**, Federal Funding Unique Identity ID.
- h. **General Business Compliance** - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the successful vendor shall remain in compliance with such laws for the duration of the resulting contract. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1) Taxes (e.g., city/county/state/federal)
 - 2) State and local certifications (e.g., professions/occupations/activities)
 - 3) Licenses and permits (e.g., city/county license, sales permits)
 - 4) Insurance (e.g., worker's compensation/unemployment compensation)
- i. Each proposal submitted in response the RFP will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

- 5.8.3 Competitive Negotiation of Proposals: The vendor is advised that under the provisions of the Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received throughout the duration of the evaluation process or to award a contract without negotiations.
- a. Any competitive negotiations shall be conducted in accordance with 34.042 RSMo, 1 CSR 40-1.050(22), and any specific terms of this RFP.
 - b. The state shall have the right at its sole option to conduct competitive negotiations. The vendor shall understand the state does not guarantee competitive negotiations will be conducted. If negotiations are conducted, the Division of Purchasing may invite the vendor to provide a Best and Final Offer (BAFO) during the evaluation process. However, the State of Missouri does not negotiate contracts after contract award. (See Section 3.11 of the RFP)
 - c. Negotiations may be conducted in person, in writing, or by telephone.
 - d. If negotiations are conducted in person at a location determined by the state, travel and attendance expenses incurred by the vendor shall be the responsibility of the vendor.
 - e. If negotiations are conducted, the negotiations shall be conducted at no cost to the State of Missouri; therefore, no compensation shall be made to the vendor regarding participation in the negotiation process.
 - f. The vendor's methodology or other provisions of the vendor's response may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
 - g. The requirements and specifications of the RFP after the proposal closing date and time shall remain unchanged, unless the Division of Purchasing determines that a change in such requirements and specifications is in the best interest of the State of Missouri through an RFP revision as part of the competitive negotiation process.
 - h. Proposal revisions may be permitted for the purpose of obtaining best and final offers. The state may limit the scope of a best and final offer.
 - i. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.
- 5.8.4 Clarifications and Corrections: Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer will contact the vendor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award, if applicable. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- a. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- 5.8.5 Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- 5.8.6 In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Vendors should apply the same preferences in selecting subcontractors.

5.8.7 Separate Evaluations: Separate evaluations shall be conducted for each category and awards made as stated in the award determination section herein.

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

5.9.1 Organization for the Blind and Sheltered Workshop Participation Prerequisites:

- a. In order for the Division of Purchasing (Purchasing) to meet the provisions of section 34.165, RSMo and 1 CSR 40-1.050, the vendor should secure participation of qualified nonprofit organizations for the blind or sheltered workshops in providing the products/services required in this RFP. Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a five to fifteen (5-15) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.
- b. In order to qualify for the five to fifteen (5-15) bonus points, the following conditions must be met and the following evidence must be provided:
 - 1) The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - 2) The services performed or the products provided by the listed participating organizations must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the listed participating organizations are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

5.9.2 Evaluation of Vendor's Blind/Sheltered Workshop Participation Bonus Points:

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

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

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

x 2.5 points = 13.75 awarded points. If, instead of a percentage, a vendor's response lists a dollar figure that is over the minimum amount, the dollar figure shall be converted into the percentage of the vendor's total contract value for calculation of the awarded points. Commitments at or above six percent (6%) receive the maximum of fifteen (15) points.

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

5.9.3 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.

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

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

- a. In order for the Division of Purchasing (Purchasing) to meet the provisions of section 34.074, RSMo, and 1 CSR 40-1.050, the vendor should secure participation of qualified service-disabled veteran business enterprises (SDVEs) in providing the products/services required in this RFP. Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3)-point bonus preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified SDVE.
- b. Definition - Qualified SDVE:
 - 1) In order to be considered a qualified SDVE for purposes of this RFP, the SDVE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.
 - 2) SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
 - 3) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
 - 4) SDVE has the management and daily business operations controlled by one (1) or more SDVs; and
 - 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.
- c. In order to qualify for any SDVE bonus points, the following conditions must be met:
 - 1) The vendor must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value. The same service-disabled veteran business that receives bonus points under this section shall not receive bonus points under section 34.069. In the event the vendor proposes the same SDVE and HDVE business, then the vendor will only receive bonus points for the HDVE participation.

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

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

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

5.10.3 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.

5.11 Evaluation of Bonus Point Preference – Honorably Discharged Veteran Enterprises (HDVEs) Preference:

5.11.1 Organization for the Honorably Discharged Veteran Enterprises Preference Prerequisites:

- a. In order for the Division of Purchasing (Purchasing) to meet the provisions of section 34.069, RSMo, and 1 CSR 40-1.050, the vendor should secure participation of qualified honorably discharged veteran enterprises (HDVEs) in providing the products/services required in this RFP. Pursuant to section 34.069, 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 HDVE.
- b. Definition - Qualified HDVE:
 - 1) In order to be considered a qualified HDVE for purposes of this RFP, the HDVE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.
 - 2) HDVE 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) HDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more honorably discharged veterans (HDVs) 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 HDVs;
 - 4) HDVE has the management and daily business operations controlled by one (1) or more HDVs; and
 - 5) HDVE 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 a HDVE bonus points, the following conditions must be met:

- 1) The vendor must either be a HDVE or must be proposing to utilize an HDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value. The same honorably discharged veteran-owned enterprise that receives bonus points under this section shall not receive bonus points under section 34.074. In the event the vendor proposes the same SDVE and HDVE business, then the vendor will only receive bonus points for the HDVE participation.
- 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 HDVEs must be qualified by the proposal opening date (the date the proposal is due). (See above for the definition of an HDVE.)

5.11.2 Evaluation of Vendor's HDVE Participation Bonus Points: If the vendor proposing a HDVE 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 HDVE, in order to receive evaluation consideration for participation by the HDVE, the vendor must provide the requested information with the proposal.

5.11.3 HDVE Commitment: If the vendor's response is awarded a contract, and the vendor received evaluation consideration for the HDVE participation, the HDVE 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.

5.12 Award Determination:

5.12.1 Determination of Responsiveness - Any proposal which does not comply with the mandatory requirements of the RFP will be determined to be non-responsive and will not be considered for an award.

5.12.2 Determination of Responsibility and Reliability - The state shall determine the responsibility and reliability of each vendor. Additionally, the state shall determine whether a vendor has met the business compliance requirements identified herein.

- a. The State of Missouri reserves the right to reject any proposal for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory experience/performance of similar services by the vendor or any subcontractor(s) proposed to provide the advertising services within the past three (3) years, and/or (2) the vendor's inability or failure to document recent responsible and reliable past experience/performances similar to the services required.

5.12.3 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.

- 5.12.4 Determination of Award - In order to ensure adequate coverage throughout the state and to meet the potentially high-demand of services, the State of Missouri anticipates contracts to all vendors determined to be responsive, responsible, and reliable.
- 5.12.5 Any award of a contract shall be made by notification from the Division of Purchasing to the successful vendor. The final determination of contract award(s) shall be made by the Division of Purchasing.
- 5.12.6 After a contract is executed or all proposals are rejected, all proposals are uploaded for public viewing into the Division of Purchasing's imaging system known as the Awarded Bid and Contract Document Search system (<https://purch.oa.mo.gov/bidding-contracts/awarded-bid-contract-document-search>).
- a. The Division of Purchasing also posts proposal results on the MissouriBUYS Bid Board (<https://missouribuys.mo.gov/bidboard>) for all vendors to view.
 - b. Vendors that respond to an RFP will be notified of the award results via e-mail.

5.13 Refresh Requirements:

- 5.13.1 The state reserves the right to issue subsequent RFPs to allow for additional contractors or services categories to be added or refreshed.

5.14 Category Revision Request Requirements:

- 5.14.1 If contractors that already have a contract on the qualified vendor list desire to revise or add to their existing service categories, the contractor should submit a request to the Division of Purchasing. Once the request is received, the Division of Purchasing will issue a contract amendment to address the service category revision.

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

EXHIBIT A PROPOSAL SIGNATURE PAGE



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

**STATE 0000000580SL
Statewide Advertising Services – Qualified Vendor List (QVL)**

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):	☐ Corporation ☐ Individual ☐ State/Local Government ☐ Partnership ☐ Sole Proprietor ☐ IRS Tax-Exempt		
What date did the vendor's organization begin operation?	Date: / / MM/DD/YYYY		

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

Authorized Signature	Date
Printed Name	Title

EXHIBIT B, PROPOSAL SUBMITTAL CHECKLIST

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

No.	Description	Task Complete
1.	Complete and sign Exhibit A, Proposal Signature Page.	☐
2.	Complete Exhibit C, Vendor Proposed Advertising Category.	☐
3.	Complete Exhibit D, Vendor Qualifications and Current/Prior Experience Verification.	
4.	Complete Exhibit E, Participation Commitment for any Organization for the Blind/Sheltered Workshop, and/or SDVE, and/or HDVE proposed.	☐
5.	Complete Exhibit F, Documentation of Intent to Participate , identifying each Organization for the Blind/Sheltered Workshop, and/or SDVE, and/or HDVE proposed.	☐
6.	Complete Business Compliance Exhibit G, State of Missouri Tax Compliance and attach "Vendor No Tax Due" certificate.	☐
7.	Complete Business Compliance Exhibit H, Registration of Business Name with the Missouri Secretary of State.	☐
8.	Complete and sign Business Compliance Exhibit I, 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).	☐
9.	Complete and sign Business Compliance Exhibit J, Anti-Discrimination Against Israel Act Certification.	☐
10.	Complete Business Compliance Exhibit K, Services Outside the United States.	☐
11.	Complete Business Compliance Exhibit L, Employee/Conflict of Interest.	☐
12.	Complete Business Compliance Exhibit M, Federal Funding Unique Identity ID.	☐
13.	If applicable, clearly mark, separate, and seal proprietary or confidential information and describe how the proprietary or confidential information meets Chapter 610, RSMo (ref. Section 5 of the RFP).	☐

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

EXHIBIT C, VENDOR PROPOSED ADVERTISING CATEGORY

The vendor must identify the category(ies) the vendor is proposing to provide. The vendor may propose one, some, or all categories. Check all category(ies) the vendor is proposing:

Advertising Category	Yes, can provide	No, cannot provide
Creative Services		
Media Planning and Placement(s)/Purchase(s)		
Media Production, including Video, Audio, and Print Services		
Modern and Next Generation Digital and Interactive Media Marketing Services		
Promotional/Collateral Material Distribution and Fulfillment Services		
Public Relations, Image Building, Editorials, Internet Marketing, and Publicity Services		
Research and Market Analysis Services		

EXHIBIT D, VENDOR QUALIFICATIONS AND CURRENT/PRIOR EXPERIENCE VERIFICATION

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

VENDOR QUALIFICATIONS	
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.	
Types of Advertising Services performed.	
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.	
Number of years servicing government clients.	
Number of government clients.	
Number of years servicing non-government clients.	
Number of non-government clients.	
RFP Experience Provisions	Describe Vendor's Corresponding Experience
Experience in the category(ies) of service proposed. (paragraph 2.2.1 a.)	
Experience working with government and non-government clients. (paragraph 2.2.1 b.)	

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

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

The vendor must disclose whether AI was used to create the vendor's proposal response.

Regardless of whether AI was used in preparation of the vendor response, the vendor must indicate understanding and agreement that the vendor shall be solely and fully responsible for the factual accuracy, completeness, and quality of the vendor's proposed methodology.

The vendor must disclose whether any service or deliverable proposed to be provided as a result of a contract award from this solicitation incorporates or relies upon artificial intelligence, machine learning, generative AI, or automated decision-making technologies. If yes, then the vendor must identify how AI would be utilized.

EXHIBIT D, VENDOR QUALIFICATIONS AND CURRENT/PRIOR EXPERIENCE VERIFICATION, CONTINUED

Experience in Proposed Category(ies) Instructions: For each advertising service category for which the vendor indicated experience on Exhibit C, the vendor should state the total number of years of experience with such category of service and should provide a summary description of experience.

VENDOR EXPERIENCE IN ADVERTISING CATEGORY(IES)

The vendor should succinctly identify the experience for each advertising service category for which the vendor proposed to provide service. (DUPLICATE THE TABLE BELOW FOR EACH ADVERTISING CATEGORY PROPOSED.)

Advertising Category:	Experience:
Creative Services.	
Media Planning and Placement(s)/Purchase(s).	
Media Production, including Video, Audio, and Print Services.	
Modern and Next Generation Digital and Interactive Media Marketing Services.	
Promotional/Collateral Material Distribution and Fulfillment Services.	
Public Relations, Image Building, Editorials, Internet Marketing, and Publicity Services.	
Research and Market Analysis Services.	
Other relevant advertising experience.	

EXHIBIT D, VENDOR QUALIFICATIONS AND CURRENT/PRIOR EXPERIENCE VERIFICATION, CONTINUED

Current/Prior Experience Verification Instructions: The vendor should copy and complete this form documenting the vendor and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the vendor is advised that if the contract person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Vendor Name or Subcontractor Name: _____	
Experience/Service Information Verification (Current/Prior Services Performed For):	
Name of Company/Client:	
Address of Company/Client ✓ Street Address ✓ City, State, Zip	
Company/Client Contact Person Information: ✓ Name ✓ Phone number ✓ E-mail Address	
Dates of Services/Contract:	
Size/Budget of Service/Contract:	
If Service/Contract has Ended or Been Terminated, Specify Reason:	
Description of Services Performed, including: ✓ Demographic Market ✓ Summary of Services ✓ Media Used ✓ Vendor's specific duties and strategic objective	
Describe how the success of the project was measured:	

EXHIBIT E, PARTICIPATION COMMITMENT

NOTE: By committing to participation specified herein, the vendor is committing to the stated level of participation for ALL awarded advertising categories. Such commitments cannot be conditional upon the nature of the individual project specified in the SOW. A vendor's failure to meet their participation commitments on awarded SOW's may result in the state's removal of the vendor's evaluation points in subsequently issued SOWs under the contract. If the vendor does not propose B/SW, SDVE, or HDVE participation for the SOW at the same or greater participation as originally proposed, the vendor will not receive the B/SW, SDVE, or HDVE points awarded with their original evaluation. If the vendor proposes greater participation on a single SOW than originally proposed, the vendor will not receive more than points originally awarded.

Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Honorably Discharged Veteran Enterprise (HDVE) 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, SDVE, and/or HDVE 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/HDVE Resources: A list of Certified Service Disabled Veteran Business Enterprises (SDVE) and Certified Honorably Discharged Veteran Enterprises (HDVE) can be found at the following website:
<https://oeo.mo.gov/sdve-certification-program/>.

Participation Commitment Submission Instructions:

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

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

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

EXHIBIT E, PARTICIPATION COMMITMENT, CONTINUED

ADVERTISING CATEGORY		
☐ Creative services	☐ Media planning and placement(s)/purchase(s)	☐ Media production, including video, audio, and print services
☐ Modern and next generation digital and interactive media marketing services	☐ Promotional/collateral material distribution and fulfillment services	☐ Public relations, image building, editorials, internet marketing, and publicity services
☐ Research and market analysis services		

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

EXHIBIT E, PARTICIPATION COMMITMENT, CONTINUED

ADVERTISING CATEGORY		
☐ Creative services	☐ Media planning and placement(s)/purchase(s)	☐ Media production, including video, audio, and print services
☐ Modern and next generation digital and interactive media marketing services	☐ Promotional/collateral material distribution and fulfillment services	☐ Public relations, image building, editorials, internet marketing, and publicity services
☐ Research and market analysis services		

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

EXHIBIT E, PARTICIPATION COMMITMENT, CONTINUED

ADVERTISING CATEGORY		
☐ Creative services	☐ Media planning and placement(s)/purchase(s)	☐ Media production, including video, audio, and print services
☐ Modern and next generation digital and interactive media marketing services	☐ Promotional/collateral material distribution and fulfillment services	☐ Public relations, image building, editorials, internet marketing, and publicity services
☐ Research and market analysis services		

HDVE Participation Commitment Table			
Name of Each Qualified HDVE Proposed <i>(pursuant to 34.074/34.069 cannot receive points for proposing the same veteran business that is both SDVE and HDVE)</i>	Description of Proposed Products/Services and RFP Paragraph Number Which Requires Proposed Products/Services within the Statement of Work	If The Participation Is Not Proposed Throughout The Life Of The Contract, When During the Term of the Contract Proposed Products/Services Would Be Provided/Performed	Committed Percentage of Participation (% of the Actual Total Contract Value)
			%
			%
			%
Total Committed Percentage(s) <i>(must minimally be 3%)</i>			%

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

EXHIBIT F, DOCUMENTATION OF INTENT TO PARTICIPATE

Instructions: If the vendor is proposing to include the participation of a Organization for the Blind/Sheltered Workshop, qualified Service-Disabled Veteran Business Enterprise (SDVE), and/or qualified Honorably Discharged Veteran Enterprise (HDVE) in the provision of the products/services required in the RFP, the vendor must either provide this exhibit or letter of intent recently signed by the proposed Organization for the Blind, Sheltered Workshop, SDVE, and/or HDVE 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 ☐ HDVE

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

Date

BUSINESS COMPLIANCE EXHIBITS

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

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

- Business Compliance **Exhibit G**, State of Missouri Tax Compliance
- Business Compliance **Exhibit H**, Registration of Business Name with the Missouri Secretary of State
- Business Compliance **Exhibit I**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
- Business Compliance **Exhibit J**, Anti-Discrimination Against Israel Act Certification
- Business Compliance **Exhibit K**, Services Outside the United States
- Business Compliance **Exhibit L**, Employee/Conflict of Interest
- Business Compliance **Exhibit M**, Federal Funding Unique Identity ID

**BUSINESS COMPLIANCE EXHIBIT G,
STATE OF MISSOURI TAX COMPLIANCE**

STATE OF MISSOURI TAX COMPLIANCE

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

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

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

How To Obtain A Vendor No Tax Due Certificate

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

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

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

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

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

Instructions: The vendor should complete the information below regarding their "Vendor No Tax Due" status.

"Vendor No Tax Due" Certificate is Included with the Response (Yes/No)

Yes ☐ No ☐

If the "Vendor No Tax Due" Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR

Date: __/__/____ (MM/DD/YYYY)

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

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

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

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

Missouri Secretary of State Registration Verification

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

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

Business Name	
Charter Number	
Proof of Good Standing Status Included	Yes ☐ No ☐
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	☐
(2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs	☐
(3) Maintaining Bank Accounts	☐
(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	☐
(5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property	☐
(6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts	☐
(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	☐
(8) Transacting Business in Interstate Commerce	☐
Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive)	☐

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

BUSINESS ENTITY CERTIFICATION:

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

- | | |
|---------------|---|
| BOX A: | To be completed by a non-business entity as defined below. |
| BOX B: | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at https://www.e-verify.gov/ . |
| BOX C: | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing. |

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

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐- I am a self-employed individual with no employees; **OR**
- ☐- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under this RFP and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing with all documentation required in Box B of this exhibit.

Authorized Representative's Name
(Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

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

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed by the vendor and the Department of Homeland Security – Verification Division
- ✓ A **current, notarized Affidavit of Work Authorization** (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** to Which Previous E-Verify Documentation Submitted:

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____ (if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

**BUSINESS COMPLIANCE EXHIBIT J,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION**

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Boycott Israel and Boycott of the State of Israel: engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Company: any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Public Entity: the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

Certification - The vendor must therefore certify their current status by completing either Box A, Box B, Box C, or Box D on the next page of this Exhibit.

- | | |
|---------------|--|
| BOX A: | To be completed by any vendor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.” |
| BOX B: | To be completed by a vendor that meets the definition of “Company” but has <u>less than ten employees</u> . |
| BOX C: | To be completed by a vendor that <u>meets the definition of “Company”</u> and <u>has ten or more employees</u> . |
| BOX D: | To be completed by a vendor that meets the definition of a “ <u>Public Entity</u> ”. |

**BUSINESS COMPLIANCE EXHIBIT J,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION, CONTINUED**

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

**BUSINESS COMPLIANCE EXHIBIT J,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION, CONTINUED****BOX D – PUBLIC ENTITY**

I certify that _____ (Entity Name) is a public entity as defined in section 34.600, RSMo, and is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Authorized Representative's Name (Please
Print)

Authorized Representative's Signature

Company Name

Date

**BUSINESS COMPLIANCE EXHIBIT K,
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 ☐	No ☐
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 ☐	No ☐
Mark the appropriate exemption below, and provide the requested details:			
(a) ☐ 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) ☐ Foreign firm hired to market Missouri services/products to a foreign country. • IDENTIFY THE APPLICABLE RFP PARAGRAPHS HEREIN: _____			
(c) ☐ 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) ☐ 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 L,
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:	_____ %

**BUSINESS COMPLIANCE EXHIBIT M,
FEDERAL FUNDING UNIQUE IDENTITY ID**

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

Unique Entity ID: The Unique Entity ID is the official identifier for doing business with the US Government. Vendors should register at <https://sam.gov/content/home> to be assigned a Unique Entity ID. In the table below, identify the Unique Identity ID number and, if applicable, the Parent Organization's Unique Identity ID Number. The Parent Organization's Unique Identity ID number is typically used by large organizations with multiple facilities in several locations. The parent organization's number is the number assigned to the headquarters for the operation.

Vendor Name:	Vendor's Unique Identity ID Number:
Parent Organization's Name:	Parent Organizations Unique Identity ID Number: