



STATE OF MISSOURI
Missouri Division of Tourism (MDT)
INVITATION FOR BID (IFB)



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IFB NO: IFB07232021
TITLE: Organizational Assessment for Missouri Division of Tourism
ISSUE DATE: June 25, 2021

IFB CONTACT: Ashley Sneed
PHONE NO.: (573) 751-1907
E-MAIL: Ashley.Sneed@ded.mo.gov

RETURN BID NO LATER THAN: 5:00 PM CENTRAL TIME, JULY 23, 2021

MAILING INSTRUCTIONS: Print or type **IFB Number** and **Return Due Date (End Date)** on the lower left hand corner of the envelope or package. Delivered sealed bids must be in Missouri Division of Tourism central office, *301 W High St, Ste 290*, by the return date and time.

RETURN BID TO:	(U.S. Mail)	or	(Courier Service)
	Missouri Division of Tourism ATTN: Ashley Sneed PO Box 1055 Jefferson City, MO 65102		Missouri Division of Tourism ATTN: Ashley Sneed 301 W High St, Ste 290 Jefferson City, MO 65101

(Email) Ashley.Sneed@ded.mo.gov

Please Include IFB No. and Title in Subject Line in email submissions – MDT cannot guarantee a successful submission by email as the State of Missouri may have limitations on the size of incoming emails.

CONTRACT PERIOD: Award date through completion of project, no later than April 15, 2022.

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 06/27/19). The vendor further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The vendor further agrees that upon receipt of an authorized purchase order from the Missouri Division of Tourism or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri.

SIGNATURE REQUIRED

VENDOR NAME	MissouriIBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
MAILING ADDRESS	
CITY, STATE, ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

SOLICITATION ORGANIZATION

This document is divided into the following parts:

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Attachments 2-4: The vendor is also advised that Attachments 2 through 4 to this document, referenced above, provides additional information. However, the attachments must be downloaded from MDT's Box account at: <https://stateofmissouri.box.com/s/j3t8v0fbmrb5nwi3s8muuyb7917hyz2r>. It shall be the sole responsibility of the vendor to obtain the attachments. 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 attachments.

END OF SOLICITATION ORGANIZATION

1. INTRODUCTION AND GENERAL INFORMATION

This section of the IFB includes a brief introduction and background information about the intended acquisitions and/or services for which the requirements herein are written.

1.1 Purpose:

1.1.1 This document constitutes an invitation for competitive, sealed bids from vendors for the provision of conducting an organizational assessment for the Missouri Division of Tourism (referred to hereinafter as MDT) in accordance with the requirements and provisions stated herein.

1.2 Questions Regarding the IFB:

1.2.1 It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise MDT if the vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor's ability to submit a bid.

- a. The vendor and the vendor's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this IFB. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer.
- b. Upon MDT's consideration of questions and issues and if MDT determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB addendum(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for an IFB addendum. All vendors will be advised of any change to the IFB's language, specifications, or requirements by a formal addendum to the IFB. There will be no posted written records of the questions/communications (i.e., formal question/answer document).

NOTE: The only official position of the MDT shall be that which is contained in the IFB and any addendums thereto.

1.3 Background and Historical Usage Information:

1.3.1 Recognizing the role of tourism in creating a strong economy for Missouri, the 74th General Assembly created the Missouri Tourism Commission in 1967. The Missouri Division of Tourism (MDT) is the administrative arm of the commission and is an agency of the Department of Economic Development.

- a. The Missouri Tourism Commission consists of 10 members:
 - 1) The lieutenant governor;
 - 2) Two members of the Senate of different political parties, appointed by the president pro tem of the Senate;
 - 3) Two members of the House of Representative of different political parties, appointed by the speaker of the House; and
 - 4) Five other persons appointed by the governor who may include, but are not limited to, persons engaged in tourism-oriented operations. No more than three of the governor's appointees shall be of the same political party.

- b. MDT is responsible for promoting Missouri as a premier destination for tourists throughout the United States and from around the world. MDT is dedicated to encouraging visitation from travelers who live within a day's drive of Missouri as well as increasing Missouri's share of the growing international and other niche markets.
- c. MDT's facilities include a Central Office in Jefferson City, with (21.5) available FTE positions – 7 of which are currently vacant – and five Welcome Centers around the state that employ (2) FTE staff at each site, for a total of (10) Welcome Center employees. Welcome Centers are located in Rock Port, Eagleville, Joplin, Conway and Hayti.
- d. The contracted Marketing Agency of Record (AOR) assists MDT with marketing Missouri as a travel destination.

1.3.2 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 Invitation for Bid.

END OF PART ONE: INTRODUCTION AND GENERAL INFORMATION

2. SCOPE OF WORK

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

2.1 General Requirements:

2.1.1 The contractor shall conduct an organizational assessment, providing restructure recommendations and implementation guidance to MDT in accordance with the provisions and requirements stated herein.

2.1.2 The contractor shall perform all services to the sole satisfaction of MDT.

2.2 Contractor's Qualifications

2.2.1 Contractor must have a minimum of five (5) years' experience in providing organizational assessment services specifically in the areas of:

- a. Interviewing leadership/management staff one-on-one to gain an in-depth sense of the organization's current structure and areas for improvement.
- b. Conducting online surveys.
- c. Facilitating group discussions (focus groups) to gain further insight on division dynamics.
- d. Gathering data through review of job descriptions, organization charts and other internal documents.

2.2.2 Contractor must have conducted a minimum of three (3) organizational assessments, directly related to restructuring state departments and/or privately-owned businesses to enhance overall operational efficiency, within the past five (5) years.

2.2.3 Contractor's proposed project personnel shall have a minimum of three (3) years' experience in survey administration, interviewing, focus groups and data analysis.

2.2.4 Contractor shall have a minimum of three (3) years' experience working with destination marketing organizations and/or the tourism sector. A destination marketing organization is commonly defined as an entity that promotes a town, city, region, or country to increase visitation. It promotes the development and marketing of a destination, focusing on convention sales, tourism marketing, and services.

2.3 Team/Personnel Qualifications

2.3.1 The contractor shall include the following team members/personnel to administer the contract requirements:

- a. Project Lead/Primary Contact: The contractor shall designate a project lead/primary contact who shall serve as the contractor's contact and shall be the liaison between the contractor and MDT. By no later than five (5) business days after notification by MDT to proceed with services, the contractor shall provide MDT with the name, address, email address, and telephone number of the contractor's contact person. The contractor's contact person shall (1) oversee all services being provided, (2) assume responsibility and liability for services performed per the contract, and (3) serve as the primary point of contact for MDT.

- b. Project Team: The contractor shall designate the team members who will be working with MDT throughout the organizational assessment project. These individuals will be conducting the interviews, submitting surveys, reviewing internal documents, presenting reports and acting as the main servicer during the duration of the contract.

2.4 Performance Requirements:

2.4.1 The contractor shall research MDT's current organizational structure, work streams, job descriptions, and pertinent information to gain a better understanding of the division's current structure and efforts.

2.4.2 The contractor shall conduct interviews with senior leaders, as identified by MDT, in order to determine key objectives and outcomes desired. All interviews and meetings related to the organizational assessment may be conducted via phone or teleconference unless otherwise noted below.

2.4.3 Based on feedback provided by MDT's senior leadership as noted in 2.4.2, the contractor shall develop a plan on how the organizational assessment will be conducted.

2.4.4 The contractor shall conduct interviews and a division-wide survey in order to gain a better understanding of the duties, processes and reporting being completed by each MDT employee.

- a. The contractor shall design a survey questionnaire(s) to match the desired outcome per the scope of work/purpose of this bid.
- b. The contractor shall issue the survey to all MDT employees electronically.
- c. If the contractor determines that a survey of MDT's Marketing Agency of Record (referred to hereinafter as AOR) is necessary to complete the organizational assessment, it shall design and conduct such a survey, to be administered electronically.

2.4.5 The contractor shall conduct follow-up focus group(s) and/or additional interviews in order to gain further insight, should the contractor determine such activity is necessary to complete its evaluation.

- a. All focus groups and follow-up interviews with MDT and AOR employees may be conducted in person, through teleconference (such as Webex, Zoom or similar services) or by phone at the discretion of the contractor and with approval of MDT.
- b. If required by the contractor, MDT shall provide the contractor access to any non-confidential files for a "document(s) review" in order for the contractor to develop and provide a comprehensive survey review.

2.4.6 The contractor shall report the findings of their assessment in a written report to MDT.

- a. The contractor's report shall contain the results of the organizational assessment, include data-supported recommendations on how MDT can improve the current organizational structure and processes to support MDT's long-term strategic direction as set forth in MDT's Strategic Plan.
- b. The contractor's assessment report shall, at a minimum:
 - 1) Identify challenges in the current organizational structure of MDT.
 - 2) Determine where talent gaps exist in MDT.
 - 3) Define competencies and capabilities required for roles in MDT.
 - 4) Identify key internal processes.
 - 5) Map current decision making processes and how they can be improved.
 - 6) Outline current work streams/team dynamics and pinch points/overlap in roles.
 - 7) Recommend changes/improvements, which must align with MDT's Strategic Plan.

2.4.7 Contractor shall confer with senior leaders on the proposed direction of organizational change before creating an implementation plan to ensure all parties are in agreement regarding the proposed direction.

2.4.8. The contractor shall develop a written implementation plan, outlining timeframes for MDT to apply recommendations made in the assessment report.

- a. The implementation plan shall include proposed organizational chart(s), key roles, job descriptions/role clarity, scope of responsibilities, decision-making authority, and other pertinent information.

2.4.9 It is highly desirable that all activities under this contract be completed by December 31, 2021.

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

2.5 Reporting Requirements:

2.5.1 The contractor shall, after initial interviews with staff and before presenting an implementation plan, provide MDT with a preliminary report outlining the following:

- a. The specific services performed/completed during the reporting period.
- b. The specific services completed to date and the completion dates of such services.
- c. The specific services and projected completion date(s) remaining to be completed.

2.5.2 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the Office of Administration.

- a. The contractor shall make all such records, books, and other documents relevant to the contract available to MDT and its designees and the Missouri State Auditor in a format acceptable to MDT at all reasonable times during the term of the contract.
- b. The contractor shall retain all such records according to MDT's retention period or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, investigation, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of such action and resolution of all issues that arise from it.
- c. The contractor shall permit MDT, governmental auditors, and authorized representatives of the State of Missouri to 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. 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 governmental auditors shall not be paid by MDT and shall be the sole responsibility of the contractor. However, the contractor may contest any such exception by any legal procedure the contractor deems appropriate. MDT will pay the contractor all amounts which the contractor may ultimately be held entitled to receive as a result of any such legal action.

2.6 Invoicing and Payment Requirements:

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

- a. The contractor must submit invoices on the contractor's original descriptive business invoice form and must reference the contract by name and/or bid number. Each invoice submitted must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS vendor. The invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply MDT's payment to the invoices.
- b. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

2.6.2 Payment will be made in two (2) installments. The first payment will be made within 30 days of completion of the initial interviews and focus groups and receiving the first invoice from the contractor. The second (final) payment shall be made by MDT upon completion and acceptance by MDT of the contractor's implementation plan and submission of the final invoice. Invoices shall be sent electronically to accounting at touacct@ded.mo.gov. Appropriate supporting documentation, including a summary of findings and activities performed, must be submitted with each invoice.

- a. No costs and expenses will be reimbursed or paid outside of the firm fixed price agreed as set forth in **Exhibit A**.
- b. No travel is required by this contract. The contractor will not be separately reimbursed for any travel expenses incurred if its bid proposes travel away from the contractor's official domicile in fulfilling the requirements of the contract. This includes travel, lodging, meals, and any other miscellaneous travel expenses.
- c. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

END OF PART TWO: SCOPE OF WORK

3. CONTRACTUAL REQUIREMENTS:

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

3.1 Contract:

3.1.1 A binding contract shall consist of: (1) the IFB and any addendum thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) MDT's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

3.1.2 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies, and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of MDT.

- a. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- b. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and MDT prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an addendum or modification to the contract.

3.2 Contract Period:

3.2.1 The original contract period shall be as stated on page 1 of the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

3.3 Termination:

3.3.1 MDT reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of MDT, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

3.4 Contractor Liability:

3.4.1 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.

3.4.2 The contractor shall understand and agree that pursuant to the Constitution of the State of Missouri, Article III, Section 39 the state shall not indemnify, hold harmless, or agree in advance to defend any person or entity.

3.5 Insurance:

3.5.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

- a. In the event the insurance coverage is canceled, MDT must be notified within thirty (30) calendar days prior to such cancellation.

3.6 Subcontractors:

3.6.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

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

3.7 Participation by Other Organizations:

3.7.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) participation levels committed to in the contractor's awarded bid.

- a. The contractor shall prepare and submit to MDT a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or SDVEs participating in the contract for the reporting period. The contractor must submit the report with the second (final) invoices, unless otherwise determined by MDT.
- b. MDT will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If MDT 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 to fulfill the participation requirements committed to in the contractor's awarded bid.
 - 1) The contractor must obtain the written approval of MDT 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 MDT detailing all efforts made to secure a replacement. MDT shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

3.7.2 No later than 30 days after the contract's expiration date, the contractor must submit an affidavit to MDT. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshops 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 Office of Administration, Division of Purchasing's website at <https://oa.mo.gov/purchasing/vendor-information> or another affidavit providing the same information.

3.8 Substitution of Personnel:

3.8.1 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 bid. 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 MDT. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that MDT'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.

3.9 Authorized Personnel:

3.9.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

- a. If the contractor is found to be in violation of this requirement or the applicable state, federal, and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

3.9.2 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- b. Provide to MDT the documentation required in **Exhibit G** titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- c. Submit to MDT a completed, notarized Affidavit of Work Authorization per **Exhibit G** titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

3.9.3 In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

3.10 Contractor Status:

3.10.1 The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or a Department of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

3.11 Coordination:

3.11.1 The contractor shall fully coordinate all contract activities with those activities of MDT. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to MDT throughout the effective period of the contract.

3.12 Property of State:

3.12.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

3.13 Confidentiality:

3.13.1 The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of MDT.

3.13.2 If required by MDT, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

3.13.3 The contractor shall maintain strict confidentiality of all client information or records supplied to it by MDT or that the contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than MDT unless such disclosure is required by law.

- a. The contractor assumes liability for all disclosures of confidential information and breaches by the contractor and/or the contractor's subcontractors and employees.

- b. The contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and regulations promulgated under HIPAA, including but not limited to the Federal Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164, the “Privacy Rule”), the Security Standards for the Protection of Electronic Protected Health Insurance (45 CFR part 164, subpart C, the “Security Rule”), and Breach Notification for Unsecured Protected Health Information (45 CFR Parts 160 and 164, the “Breach Notification Rule”).

END OF PART THREE: CONTRACTUAL REQUIREMENTS

4. BID SUBMISSION INFORMATION AND REQUIREMENTS

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

4.1 Introduction:

4.1.1 The vendor's bid should include a complete plan for accomplishing the tasks described in this IFB and any supplemental tasks the vendor has identified as necessary to successfully complete the obligations outlined in this IFB. The vendor's plan should demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this request, including all contractual services.

4.1.2 This section describes the contents and format designed to ensure completeness in the vendor's bid. The intent of the instructions contained herein is to standardize the bids to enable equitable measurements for competitive review for awarding to the lowest and best responsive vendor with a bid that is the most advantageous to the state.

4.2 Submission of Bids:

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

- a. The vendor should include the bid number, company name, and a contact name on the bid response documents.
- b. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, if the vendor is submitting a hard copy bid response, the vendor is requested to print the bid double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted in a notebook or binder.

4.2.2 The vendor is solely responsible for ensuring timely submission of their bid, whether submitting electronic documents via email or a hard copy response by mail, courier or hand delivery. Failure to allow adequate time prior to the bid submission end date to complete and submit a bid to the solicitation places the vendor and their bid at risk of not being accepted on time.

- a. If a registered vendor submits an electronic document(s) bid response and a hard copy bid response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, MDT shall consider the response which serves MDT's best interest.

4.2.3 Compliance with Requirements, Terms and Conditions: Vendors are cautioned that the State of Missouri shall not award a non-compliant bid. Consequently, any vendor indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions, or provisions of the IFB may result in the vendor's bid being rendered as non-responsive and eliminated from further consideration for award.

- a. The vendor is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain terms and conditions which conflict with those of the IFB and its contractual requirements.
- b. In order to ensure compliance with the IFB, the vendor should indicate agreement that, in the event of conflict between the vendor's bid and the IFB requirements, terms and conditions, the IFB shall govern. Taking exception to MDT's terms and conditions may render a vendor's bid unacceptable and removed from consideration for award.

4.3 Confidential Materials:

4.3.1 Pursuant to section 610.021, RSMo, the vendor's bid and related documents shall be considered an open record after the bids are opened. Therefore, the vendor is advised not to include any information that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers.

- a. Section 610.011, RSMo, requires that all provisions be "*liberally construed and their exceptions strictly construed*" to promote the public policy that records are open unless otherwise provided by law.
- b. Regardless of any claim by a vendor as to material being confidential and not subject to copying or distribution, or how a vendor characterizes any information provided in its bid, all material submitted by the vendor in conjunction with the IFB is subject to release in relation to a request for public records under the Missouri Sunshine Law (see chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record and withheld from any public request submitted to MDT. The vendor should presume information provided to MDT in a bid will be public and made available upon request in accordance with the provisions of state law. The vendor's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal of their bid in its entirety. It is not the State of Missouri's intention to have requested any confidential material as part of the vendor's bid. Therefore, vendors should NOT include confidential material with their bid.
- c. In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
 - 1) Vendor's entire bid including client lists, references, proposed personnel, and methodology including deliverables;
 - 2) Vendor's pricing; and
 - 3) Vendor's product specifications unless specifications specifically disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).
- d. If the vendor submits information with their bid that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their bid must be separated 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 this instruction shall relieve the state of any obligation to preserve the confidentiality of the documents.

4.4 Bid Format:

4.4.1 To facilitate the evaluation process, the vendor should organize their bid into the following sections that correspond with the individual evaluation categories described herein. The vendor is cautioned that it is the vendor's sole responsibility to submit information related to the evaluation categories. The State of Missouri is under no obligation to solicit any information if it is not included with the bid. The vendor's failure to submit such information, may cause an adverse impact on the evaluation of the bid. The bid should be page numbered and should have an index and/or table of contents referencing the appropriate page number(s).

- a. Signed page one from the original IFB and all signed addendums should be placed at the beginning of the bid.
- b. Cost Bid (Exhibit A, Pricing Page)
- c. Technical Bid: The Technical Bid will include three components: Proposed Methodology, Approach, and Work Plan (Exhibit B), Team Qualifications (Exhibit C), and Past Performance (Exhibit D). **The Proposed Methodology, Approach, and Work Plan of the Technical Bid should be limited to no more than 20 pages, including any exhibits related to the Technical Bid. Standard fonts, 11 point or above, should be used.**
 - 1) The Technical Bid should contain only relevant information that is specific to the topic.
 - 2) The vendor should not include hyperlinks or video clips. In the event the vendor provides hyperlinks or video clips, the information shall not be considered.
- d. Miscellaneous Exhibits and Information:
 - 1) Organizations for the Blind and Sheltered Workshop Preference, and/or Missouri Service-Disabled Veteran Business Enterprise Participation
 - Exhibit E - Participation Commitment
 - Exhibit F - Documentation of Intent to Participate
 - 2) Miscellaneous Information
 - Exhibit G - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization and Documentation (E-Verify)
 - Exhibit H - Miscellaneous Information

4.5 Evaluation and Award Process:

4.5.1 After determining that a bid satisfies the mandatory requirements stated in the Invitation for Bid, the evaluator(s) shall use both objective analysis and subjective judgment in conducting an assessment of the bid in accordance with the evaluation criteria stated below and the scoring details delineated in **Attachment 1**. The contract shall be awarded to the lowest and best bid.

Category	Element	Points
COST BID		80 points
TECHNICAL BID		120 points
Proposed Methodology, Approach, and Work Plan		40 points
	Organizational Assessment Plan	20 points
	Data Collection	10 points
	Data Analysis	5 points
	Applications	5 points
Team Qualifications		20 points
	Project Lead/Primary Contact	10 points
	Project Team	10 points
Past Performance		60 points
	Overall Relevant Vendor Experience	30 points
	Case Study #1	10 points
	Case Study #2	10 points
	Case Study #3	10 points
TOTAL		200 points

4.5.2 Details on the rating and scoring of the Technical Bid can be found on **Attachment 1**.

4.5.3 The vendor is advised that evaluator(s) and other subject-matter experts will be used to review and assess the bid for responsiveness to the mandatory requirements of the IFB and in accordance with the subjective evaluation criteria stated in the IFB. The ethical standards of 1 Code of State Regulation (CSR) 40-1.050(10)(O) will apply to evaluators. Vendors can be sanctioned for unauthorized contact with any evaluator under 1 CSR 40-1.060(8)(G) and (H) available at <https://www.sos.mo.gov/cmsimages/adrules/csr/current/1csr/1c40-1.pdf>.

4.5.4 After an initial screening process, a question and answer conference or interview may be conducted with the vendor, if deemed necessary by MDT. In addition, the vendor may be asked to make an oral presentation of their bid during the conference. Attendance cost at the conference shall be at the vendor’s expense. Such conference shall be coordinated by MDT.

4.5.5 In the event only one bid is received, the State of Missouri reserves the right to review the bid to determine if the vendor is responsive, responsible, and reliable. Such determination shall be based upon information submitted in the Technical Bid.

4.6 Evaluation of Cost:

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

4.6.2 Objective Evaluation of Cost – The cost evaluation shall be based on the sum of the firm, fixed total price stated on the Pricing Page for the contract period.

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

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times \text{Maximum Cost Evaluation points (80)} = \text{Cost Evaluation Points}$$

4.7 Evaluation of Proposed Methodology, Approach, and Work Plan:

- 4.7.1 The Technical Bid should present a Proposed Methodology, Approach, and Work Plan that demonstrates the method or manner in which the vendor proposes to satisfy the requirements of the IFB using the format on **Exhibit B - Technical Bid - Proposed Methodology, Approach, and Work Plan**.
- 4.7.2 The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 4.7.3 The vendor's Proposed Methodology, Approach, and Work Plan will be rated using the adjectival rating system as defined in Table 1 of **Attachment 1**. Details on the rating and scoring of the Proposed, Methodology, Approach, and Work Plan can be found in Table 2 of **Attachment 1**.

4.8 Evaluation of Team Qualifications:

- 4.8.1 The Technical Bid should provide detailed information on the experience and qualifications of the team proposed to perform the requirements of the IFB using the format on **Exhibit C**.
- a. Project Team: No more than three (3) Project Team (i.e., personnel carrying out services for this organizational assessment) members' biographies will be considered in the evaluation. One (1) member of the Project Team should be identified as the vendor's project lead/primary contact person responsible for the delivery of the project. By including their biographies, the vendor is committing the Project Team members to support the project, should the vendor be awarded a contract.
 - b. In the event the vendor submits more biographies than requested, for evaluation purposes only the first biographies up to the number requested will be considered. Any additional biographies will not be evaluated
- 4.8.2 The vendor's Team Qualifications will be rated using the adjectival rating system as defined in Table 3 of **Attachment 1**. Details on the rating and scoring of the Team Qualifications can be found on Table 4 of **Attachment 1**.

4.9 Evaluation of Past Performance:

- 4.9.1 The Technical Bid should provide the vendor's overall relevant experience using the format on **Exhibit D**. In addition, the vendor should provide three (3) Past Performance Case Studies using **Exhibit D**. Each Case Study should be no longer than one (1) page and should summarize the project's context, objectives, approach, and impact achieved relevant to the bid. The Case Studies should have been completed in the past three (3) years. At least two (2) of the Case Studies should involve work for the tourism sector/a destination marketing organization or government agency of similar scale and complexity to that of MDT. The Case Studies should include the name and contact information for a client representative who can speak to the scope, quality, and impact of the vendor's work. MDT may or may not contact these references during the review process. For evaluation purposes, only the first three (3) Past Performance Case Studies will be considered. Any additional Past Performance Case Studies submitted will not be evaluated.
- 4.9.2 The vendor's Past Performance will be rated using the adjectival rating system as defined in Table 5 of **Attachment 1**. Details on the rating and scoring of the Past Performance can be found in Table 6 of **Attachment 1**.

4.10 Organization for the Blind and Sheltered Workshop Preferences:

4.10.1 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 MDT of Elementary and Secondary Education pursuant to section 178.920, RSMo.

4.10.2 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:

- a. 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 five-thousand dollars (\$5,000) or two percent (2%) of the total dollar value of the contract for purchases not exceeding \$10 million.
- b. The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c. If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the requested information with the bid.

4.10.3 A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the bid containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars (\$5,000) of the total contract value of bids for purchases not exceeding ten (10) million dollars.

- a. Where the commitment in the bid exceeds the minimum level set forth in section 34.165, RSMo, to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a minimum two percent (2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the bid (which in the formula will be expressed as a number [Vendor's Commitment Number below], not as a percentage) times two and one-half (2.5) points:

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

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

4.10.4 Participation Commitment - The vendor must complete **Exhibit E**, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the bid is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.

4.10.5 Documentation of Intent to Participate – The vendor must either provide a properly completed **Exhibit F**, Documentation of Intent to Participate Form, or a letter of intent recently signed by the proposed organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the vendor submitting the bid is an organization for the blind or sheltered workshop, the vendor is not required to complete **Exhibit F**, Documentation of Intent to Participate Form or provide a letter of intent.

4.10.6 A list of Missouri sheltered workshops can be found at the following Internet address:

- Listing of Missouri Sheltered Workshops: <https://dese.mo.gov/special-education/sheltered-workshops/directories>
- Missouri Sheltered Workshop Products/Services Locator: <https://www.moworkshops.org/services.html>

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

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

4.10.8 Commitment – If the vendor’s bid is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on **Exhibit E**, Participation Commitment, shall be interpreted as a contractual requirement.

4.11 Missouri Service-Disabled Veteran Business Enterprise (SDVE) Preference:

4.11.1 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, MDT has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). A three (3) point bonus preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified SDVE.

4.11.2 In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:

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

4.11.3 In order to receive evaluation consideration for participation by an SDVE, the vendor must provide the following information with the bid:

- a. Participation Commitment - The vendor must complete **Exhibit E**, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the vendor submitting the bid is a qualified SDVE, the vendor must be listed in the appropriate table on the Participation Commitment Form.
- b. Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit F, Documentation of Intent to Participate Form, or letter of intent recently signed by the proposed SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.
- c. Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past three (3) years to MDT or to the Office of Administration, Division of Purchasing, the vendor **must** provide the following Service-Disabled Veteran (SDV) documents:

1) A copy of the SDV's Certificate of Release or Discharge from Active Duty (DD Form 214), and a copy of the SDV's disability rating letter issued by MDT of Veterans Affairs establishing a service connected disability rating, or a Department of Defense determination of service connected disability,

NOTE:

- If the vendor submitting the bid is a qualified SDVE, the vendor must include the SDV Documents as evidence that the vendor qualifies as an SDVE. However, the vendor is not required to complete **Exhibit F**, Documentation of Intent to Participate Form or provide a letter of intent.
- If the SDVE and SDV are listed on the following internet address, the vendor is not required to provide the SDV Documents listed above:

<https://oa.mo.gov/sites/default/files/sdvelisting.pdf>

4.11.4 Commitment – If awarded a contract, the SDVE participation committed to by the vendor on **Exhibit E**, Participation Commitment, shall be interpreted as a contractual requirement.

4.11.5 Definition - Qualified SDVE:

- a. 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;
- b. 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;
- c. SDVE has the management and daily business operations controlled by one (1) or more SDVs;
- d. SDVE has a copy of the SDV's Certificate of Release or Discharge from Active Duty (DD Form 214), and a copy of the SDV's disability rating letter issued by MDT of Veterans Affairs establishing a service connected disability rating, or a Department of Defense determination of service connected disability; and
- e. SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

4.12 Other Bid Submission Requirements:

4.12.1 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a “business entity” (<https://revisor.mo.gov/main/OneSection.aspx?section=285.525>), the vendor must affirm the vendor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor should complete applicable portions of **Exhibit G**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of **Exhibit G** must be submitted prior to an award of a contract.

END OF PART FOUR: BID SUBMISSION INFORMATION AND REQUIREMENTS

EXHIBIT A

PRICING PAGE

2.8.1.1. Organizational Assessment - The vendor shall provide a firm, fixed price for providing the services required herein in accordance with the provisions and requirements of this IFB. All costs associated with providing the required services shall be included in the stated total cost. The firm, fixed price shall include all costs and expenses incurred by the contractor associated with the provision of services as set forth in this IFB and the vendor's bid. The firm, fixed price shall not exceed \$49,999.99.

Line Item	Description	Contract Period Firm, Fixed Price
1	Organizational Assessment, including Restructure Recommendations and Implementation Guidance (All activities and written reports/plans described in Section 2.4)	\$ _____ Total Cost

EXHIBIT B**TECHNICAL BID****PROPOSED METHODOLOGY, APPROACH, AND WORK PLAN**

Directions for Vendor: The vendor should present a written plan for performing the requirements specified in Section 2, Scope of Work. The Proposed Methodology, Approach, and Work Plan should be no longer than **20 pages**, including any exhibits related to the bid. Standard fonts, 11 point or above, should be used

In presenting the Proposed Methodology, Approach, and Work Plan, the vendor should discuss the following areas:

- 1) Organizational Assessment Plan
 - a. The vendor should present a step-by-step written overview on how they would conduct the organizational assessment, including projected timing of each step.
- 2) Data Collection
 - a. The vendor should present an example of survey questions that may be administered to MDT staff.
 - b. The vendor should provide common interview questions posed during the data-gathering process.
- 3) Data Analysis
 - a. Describe how the data collected will be utilized in accordance with the MDT Strategic Plan.
- 4) Applications
 - a. List potential software that may be used to complete organizational assessment, including teleconferencing platforms, computer programs and any other applications.

EXHIBIT C

TECHNICAL BID

TEAM QUALIFICATIONS – PROJECT TEAM MEMBER BIOGRAPHIES

Directions for Vendor: No more than three (3) Project Team members’ biographies will be considered in the evaluation. Biographies should be submitted in the following format. One (1) member of the Project Team should be identified as the vendor’s project lead/primary contact responsible for the delivery of the project. By including their biographies, the vendor is committing the Project Team members to support the organizational assessment, should the vendor be awarded a contract.

Name:	
Title:	
Proposed project role:	
Percentage (%) of time committed to project:	

Education, Certifications, and Other Distinctions:

Degree, certification, or other distinctions	Institution	Date
<i>Example: BA, Business Administration</i>	<i>Washington University in Saint Louis</i>	<i>2010</i>
<i>Example: MBA, Marketing</i>	<i>Northwestern University</i>	<i>2014</i>
<i>Example: Lean Six Sigma Black Belt</i>	<i>Villanova University (online)</i>	<i>2017</i>

Employment History:

Organization	Role	Dates
<i>Example: Current Co.</i>	<i>Partner and leader of organization design practice</i>	<i>2014-present</i>
<i>Example: Company ABC</i>	<i>Director, Strategy and Continuous Improvement</i>	<i>2010-2012</i>

Specific Experience Relevant to the Project:

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
<i>These topics should relate to the experience required in the scope</i>		
Other		

Other experience or background information:

EXHIBIT C (continued)

TECHNICAL BID

TEAM QUALIFICATIONS – PROJECT TEAM MEMBER BIOGRAPHIES

Directions for Vendor: No more than three (3) Project Team members’ biographies will be considered in the evaluation. Biographies should be submitted in the following format. One (1) member of the Project Team should be identified as the vendor’s project lead/primary contact responsible for the delivery of the project. By including their biographies, the vendor is committing the Project Team members to support the organizational assessment, should the vendor be awarded a contract.

Name:	
Title:	
Proposed project role:	
Percentage (%) of time committed to project:	

Education, Certifications, and Other Distinctions:

Degree, certification, or other distinctions	Institution	Date
<i>Example: BA, Business Administration</i>	<i>Washington University in Saint Louis</i>	<i>2010</i>
<i>Example: MBA, Marketing</i>	<i>Northwestern University</i>	<i>2014</i>
<i>Example: Lean Six Sigma Black Belt</i>	<i>Villanova University (online)</i>	<i>2017</i>

Employment History:

Organization	Role	Dates
<i>Example: Current Co.</i>	<i>Partner and leader of organization design practice</i>	<i>2014-present</i>
<i>Example: Company ABC</i>	<i>Director, Strategy and Continuous Improvement</i>	<i>2010-2012</i>

Specific Experience Relevant to the Project:

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
<i>These topics should relate to the experience required in the scope</i>		
Other		

Other experience or background information:

EXHIBIT C (continued)

TECHNICAL BID

TEAM QUALIFICATIONS – PROJECT TEAM MEMBER BIOGRAPHIES

Directions for Vendor: No more than three (3) Project Team members’ biographies will be considered in the evaluation. Biographies should be submitted in the following format. One (1) member of the Project Team should be identified as the vendor’s project lead/primary contact responsible for the delivery of the project. By including their biographies, the vendor is committing the Project Team members to support the organizational assessment, should the vendor be awarded a contract.

Name:	
Title:	
Proposed project role:	
Percentage (%) of time committed to project:	

Education, Certifications, and Other Distinctions:

Degree, certification, or other distinctions	Institution	Date
<i>Example: BA, Business Administration</i>	<i>Washington University in Saint Louis</i>	<i>2010</i>
<i>Example: MBA, Marketing</i>	<i>Northwestern University</i>	<i>2014</i>
<i>Example: Lean Six Sigma Black Belt</i>	<i>Villanova University (online)</i>	<i>2017</i>

Employment History:

Organization	Role	Dates
<i>Example: Current Co.</i>	<i>Partner and leader of organization design practice</i>	<i>2014-present</i>
<i>Example: Company ABC</i>	<i>Director, Strategy and Continuous Improvement</i>	<i>2010-2012</i>

Specific Experience Relevant to the Project:

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
<i>These topics should relate to the experience required in the scope</i>		
Other		

Other experience or background information:

EXHIBIT D

TECHNICAL BID

PAST PERFORMANCE

Directions to Vendor: The vendor should provide the overall relevant vendor experience, as relates to the requirements of the Scope of Work, Section 2

Overall Relevant Vendor Experience (succinctly identify experience in each of the qualification areas identified below)	
Provide a brief company history, including the founding date and number of years in business as currently constituted.	
Describe the nature of the vendor’s business, types of services performed, etc. Identify the vendor’s website, if any.	
Identify past/current clients in the tourism sector and the services provided.	
Provide a list and short summary of information regarding the vendor’s current contracts/clients.	
List and provide reasons for each contract/client gained and lost in the past 2 years.	

EXHIBIT D (continued)

TECHNICAL BID

PAST PERFORMANCE CONTINUED

Directions to Vendor: The vendor should provide three (3) Past Performance Case Studies. Each Case Study should have been completed in the past three (3) years. At least two (2) should involve work for the tourism sector/a destination marketing organization or government agency of similar scale and complexity to that of MDT. The three (3) case studies should represent the vendor’s most relevant and recent experience that most closely aligns with the vendor’s services proposed herein.

CASE STUDY	
Project Title	
Duration of the Project	
Specific Contact Information:	Organization Name: Contact Person Name: Telephone Number: Email Address:
The vendor should summarize below the past project’s context, objectives, approach and impact achieved relevant to this IFB.	

EXHIBIT D (continued)

TECHNICAL BID

PAST PERFORMANCE CONTINUED

Directions to Vendor: The vendor should provide three (3) Past Performance Case Studies. Each Case Study should have been completed in the past three (3) years. At least two (2) should involve work for the tourism sector/a destination marketing organization or government agency of similar scale and complexity to that of MDT. The three (3) case studies should represent the vendor’s most relevant and recent experience that most closely aligns with the vendor’s services proposed herein.

CASE STUDY	
Project Title	
Duration of the Project	
Specific Contact Information:	Organization Name: Contact Person Name: Telephone Number: Email Address:
The vendor should summarize below the past project’s context, objectives, approach and impact achieved relevant to this IFB.	

EXHIBIT D (continued)

TECHNICAL BID

PAST PERFORMANCE CONTINUED

Directions to Vendor: The vendor should provide three (3) Past Performance Case Studies. Each Case Study should have been completed in the past three (3) years. At least two (2) should involve work for the tourism sector/a destination marketing organization or government agency of similar scale and complexity to that of MDT. The three (3) case studies should represent the vendor’s most relevant and recent experience that most closely aligns with the vendor’s services proposed herein.

CASE STUDY	
Project Title	
Duration of the Project	
Specific Contact Information:	Organization Name: Contact Person Name: Telephone Number: Email Address:
The vendor should summarize below the past project’s context, objectives, approach and impact achieved relevant to this IFB.	

EXHIBIT E

PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE)

Participation Commitment – If the vendor is committing to participation by or if the vendor is a qualified organization for the blind/sheltered workshop and/or a qualified SDVE, the vendor must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the vendor’s bid.

Organization for the Blind/Sheltered Workshop Commitment Table	
<ul style="list-style-type: none"> • The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. • The vendor must either be an organization for the blind or a sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million. • The vendor may propose more than one organization for the blind/sheltered workshop as part of the vendor’s total committed participation. However, the services performed or products provided must still meet the requirements noted herein. 	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The vendor should also include the paragraph number(s) from the IFB which requires the product/service the organization for the blind/sheltered workshop is proposed to provide/perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	Product/Service(s) proposed: <hr style="border-top: 1px dashed black;"/> IFB Paragraph References:
2.	Product/Service(s) proposed: <hr style="border-top: 1px dashed black;"/> IFB Paragraph References:

SDVE Participation Commitment Table

- The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.
- 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 vendor may propose more than one SDVE as part of the vendor’s total committed participation. However, the services performed or products provided must still meet the requirements noted herein.

Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed	Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed SDVE <i>The vendor should also include the paragraph number(s) from the IFB which requires the product/service the SDVE is proposed to provide/perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- <i>IFB Paragraph References:</i>
2.	%	Product/Service(s) proposed: ----- <i>IFB Paragraph References:</i>
Total SDVE Percentage:	%	

EXHIBIT F
DOCUMENTATION OF INTENT TO PARTICIPATE

If the vendor is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the IFB, the vendor must either provide this Exhibit or a letter of intent recently signed by each organization documenting the following information with the vendor's bid.

~ Copy This Form For Each Organization Proposed ~

Vendor Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ Organization for the Blind _____ Sheltered Workshop _____ SDVE

Name of Organization: _____
(Name of Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name: _____ Email: _____

Address (If SDVE, provide MO Address): _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

SDVE's Website Address: _____ Certification (or attach copy of certification)

Expiration Date: _____

Service-Disabled Veteran's (SDV) Name: _____ SDV's Signature: _____

(Please Print)

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

Authorized Signature:

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

Date

EXHIBIT F (continued)
DOCUMENTATION OF INTENT TO PARTICIPATE

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

If a participating organization is an SDVE, and unless the Service-Disabled Veteran’s (SDV) documents were previously submitted within the past three (3) years to MDT or to the Office of Administration, Division of Purchasing, the vendor **must** provide the following SDV documents:

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

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

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

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

Date SDV Documents were Submitted: _____

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

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

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

EXHIBIT G
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The vendor must certify their current business status by completing either Box A or Box B 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/>.

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

- I am a self-employed individual with no employees; **OR**

- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

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

Authorized Representative’s Name (Please Print)	<i>Authorized Representative’s Signature</i>
Company Name (if applicable)	Date

EXHIBIT G (continued)

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri.)

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 MDT of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted;

AND

- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT G (continued)

AFFIDAVIT OF WORK AUTHORIZATION:

The vendor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

_____	_____
<i>Authorized Representative's Signature</i>	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

_____	_____
<i>Signature of Notary</i>	Date

EXHIBIT H
MISCELLANEOUS INFORMATION

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

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

Employee/Conflict of Interest:

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

ATTACHMENT 1
EVALUATION CRITERIA FOR TECHNICAL PROPOSAL

As explained in Section 4.5, proposals will be evaluated using the weighting of factors found in that section.

Scoring of Proposed Methodology, Approach, and Work Plan

The state will assess the Proposed Methodology, Approach, and Work Plan based upon the adjectival categories in Table 1.

TABLE 1	
Rating	Definition
Distinctive	Proposal exceeds the requirements in a way that promises significant benefits to the government; proposal presents innovative, and/or best-in-class solutions; high confidence in the proposed approach
Superior	Proposals meets all requirements; proposal offers some benefits beyond the stated requirements; no material weaknesses; high confidence in the proposed approach
Satisfactory	Proposal meets all requirements; proposal offers no significant benefits beyond the stated requirements; no significant weaknesses exist; reasonable confidence in the proposed approach
Marginal	Proposal has one or more significant weaknesses and proposal provides limited details; significant weaknesses are correctable without major revisions to the proposal; moderate confidence in the proposed approach
Unsatisfactory	Proposal has several significant weaknesses and proposal lacks detail and/or clarity, for which correction would require major revisions or redirection of the proposal and/or proposal solution; little or no confidence in the proposed approach

The adjectival rating for the specific elements of the Proposed Methodology, Approach, and Work Plan will have the point values as shown in Table 2:

TABLE 2					
	Distinctive	Superior	Satisfactory	Marginal	Unsatisfactory
Organizational Assessment Plan	20	15	10	5	0
Data Collection	10	8	6	3	0
Data Analysis	5	3	2	1	0
Applications	5	3	2	1	0

Scoring of Team Qualifications

The state will assess the Team Qualifications based upon the adjectival categories in Table 3.

TABLE 3	
Rating	Definition
Distinctive	Team exceeds the requirements with superlative experience, qualifications, and/or expertise in a way that promises significant benefits to the government; team has track record of delivering significant impact in complex and demanding situations, and/or recognized as leaders or emerging leaders among relevant peer groups; high confidence with the team’s qualifications
Superior	Team meets all requirements and offers experience, qualifications, and demonstrated expertise that goes beyond stated requirements; no material weaknesses; confidence with the team’s qualifications
Satisfactory	Team meets all requirements; offers no significant benefits beyond the stated requirements; no significant weaknesses exist; reasonable confidence with the team’s qualifications
Marginal	Team has one or more significant weaknesses; significant weaknesses are manageable; moderate confidence with the team’s qualifications
Unsatisfactory	Team has several significant weaknesses; which present significant risks to project delivery; little or no confidence with the team’s qualifications

The adjectival rating for Project Team will have a point value as shown in Table 4:

TABLE 4					
	Distinctive	Superior	Satisfactory	Marginal	Unsatisfactory
Project Lead/ Primary Contact	10	8	6	3	0
Project Team	10	8	6	3	0

Scoring of Past Performance

The state will assess the Vendor’s Past Performance based upon the adjectival categories in Table 5:

TABLE 5	
CASE STUDY/REFERENCE	
Rating	Definition
Distinctive	Past performance was recent and involved essentially the same scope and magnitude of effort and complexities required in this IFB. Reference indicated past performance significantly exceeded overall requirements and expectations; delivered significant and/or innovative impact.
Superior	Past performance was recent involved similar scope and magnitude of effort and complexities required in the IFB. Reference indicated past performance exceeded requirements on some dimensions.
Satisfactory	Past performance was relatively recent and involved some of the scope and magnitude of effort and complexities required in the IFB. Reference indicated past performance met minimum requirements.
Marginal	Past performance met requirements, but only after significant extra effort, significant delay, significant scope revisions were found necessary, and/or other adverse factors.

Unsatisfactory	Past performance is not relevant to the requirements in the IFB, or resulted in failed project/work due to mainly to the fault of the vendor.
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The adjectival rating for each Past Performance Reference Case Study will have a point value as shown in Table 6:

TABLE 6					
	Distinctive	Superior	Satisfactory	Marginal	Unsatisfactory
Overall Relevant Experience	30	22	15	8	0
Case study #1	10	8	6	3	0
Case study #2	10	8	6	3	0
Case study #3	10	8	6	3	0

NOTE: In the event the vendor fails to respond to any of the evaluation elements identified in Evaluation and Award Process Section, the vendor may receive an “Unsatisfactory” rating for the corresponding evaluation element.

ATTACHMENTS 2-4

Attachment 2 Missouri Division of Tourism Organizational Chart

Attachment 3 Agency of Record Staffing Support

Attachment 4 Missouri Division of Tourism Strategic Plan

The Attachments must be downloaded separately from MDT's Box account at:

<https://stateofmissouri.box.com/s/j3t8v0fbmrb5nwi3s8muuyb7917hyz2r>.

**STATE OF MISSOURI
DIVISION OF TOURISM**

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any addendum thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by MDT. The agency is also responsible for payment.
- b. **Addendum** means a written official modification to an IFB.
- c. **Amendment** means a written, official modification to a contract.
- d. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Bid End Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- f. **Vendor** means the supplier, bidder, person, or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- g. **Buyer** means the procurement staff member of MDT. The **Contact Person** as referenced herein is usually the Buyer.
- h. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a supplier, bidder, person, or organization who is a successful vendor as a result of an IFB and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an IFB for the vendor to complete and submit with the sealed bid prior to the specified end date and time.
- k. **Invitation for Bid (IFB)** means the solicitation document issued by MDT to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- n. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the vendor with the sealed bid prior to the specified bid end date and time.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- p. **Shall** has the same meaning as the word must.
- q. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and MDT.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise MDT chasing if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MDT, unless the IFB specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official bid end date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all vendors will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB end date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by MDT in the IFB or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

- d. MDT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The IFB is available for viewing and downloading on MDT's industry web page portal, industry.visitmo.com. MDT reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the vendor to monitor the MDT industry web page portal at industry.visitmo.com to obtain a copy of any addendum(s).

4. PREPARATION OF BIDS

- a. Vendors **must** examine the entire IFB carefully. Failure to do so shall be at the vendor's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a vendor may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the IFB, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by MDT or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by MDT. If MDT determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in MDT no later than the exact end date and time specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to MDT or a scanned copy may be emailed. However, it shall be the responsibility of the vendor to ensure their bid is in MDT office no later than the exact end date and time specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official end date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to MDT office or emailed may be modified by signed, written notice which has been received by MDT prior to the official end date and time specified. A bid may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted by email or which has been delivered to MDT office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by MDT prior to the official end date and time specified. A bid may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.
- f. Vendors delivering a hard copy bid to MDT or submitting by email must sign and return the IFB cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all IFB requirements, terms and conditions. Failure to do so may result in rejection of the bid unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. BID OPENING

- a. Bid openings are public on the end date and at the opening time specified on the IFB document. Only the names of the respondents shall be read at the bid opening. The contents of the responses shall not be disclosed at this time.
- b. Bids which are not received in MDT office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

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

- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by MDT to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the vendor whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the vendor, and all other evaluation criteria specified in the IFB and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all vendors fail to meet the same mandatory requirement in an IFB, MDT reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, MDT reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. MDT reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, MDT may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a vendor, from vendor's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from MDT to the successful vendor. MDT reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by MDT based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official end date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids. 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.
- k. MDT maintains images of all bid file material for review. Vendors who include an e-mail address with their bid will be notified of the award results via e-mail.
- l. MDT reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050.
- n. The final determination of contract award(s) shall be made by MDT.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any addendums thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) MDT's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and MDT or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of MDT.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MDT, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

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

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, MDT may cancel the contract. At its sole discretion, MDT may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide MDT within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, MDT will issue a notice of cancellation terminating the contract immediately. If it is determined MDT improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If MDT cancels the contract for breach, MDT 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 MDT deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

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

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify MDT immediately.
- b. Upon learning of any such actions, MDT reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, MDT shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by MDT until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore the vendor's failure to maintain compliance with chapter 144, RSMo, may eliminate their bid from consideration for award.

23. 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.