



STATE OF MISSOURI  
 OFFICE OF ADMINISTRATION  
 DIVISION OF PURCHASING  
 REVISED REQUEST FOR BEST AND FINAL OFFER (BAFO)  
 FOR REQUEST FOR PROPOSAL (RFP)

REVISED BAFO REQUEST NO.: 004  
 SOLICITATION/OPPORTUNITY (OPP) NO.: RFPT30034901600910  
 TITLE: PC Prime Vendor Services  
 ISSUE DATE: 11/06/17

REQ NO.: NA  
 BUYER: Paul Linhardt  
 PHONE NO.: (573) 751-4578  
 E-MAIL: Paul.Linhardt@oa.mo.gov

REVISED BAFO RESPONSE SHOULD BE RETURNED BY: 11/14/17 AT 5:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **Solicitation/OPP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals should be in the Division of Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN BAFO RESPONSE TO: (U.S. Mail) DIVISION OF PURCHASING or (Courier Service) DIVISION OF PURCHASING  
 PO BOX 809 301 WEST HIGH STREET, RM 630  
 JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101-1517

**REVISED VIA BAFO 001**

CONTRACT PERIOD: DATE OF AWARD THROUGH *JUNE 30, 2019*

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS AGENCIES STATEWIDE

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests. The vendor agrees that the language of the original RFP as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing 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	MissouriBUYS 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

**REVISED BEST AND FINAL OFFER (BAFO) #004 to RFPT30034901600910****TITLE:** PC PRIME VENDOR SERVICES**CONTRACT PERIOD:** DATE OF AWARD THROUGH JUNE 30, 2019

Vendors are advised that Revised BAFO #004 modifies the RFP's worksheet pricing page A.1.5 as attached herein and identified below:

<b>Rev. Exh.</b>	<b>Worksheet Item/Description Modified by Revised BAFO #004 as identified in BAFO #004</b>	<b>Revised BAFO #004 Worksheet Item/Descriptions</b>
A.1.5	HP Monitor M1F41AA with a 3-year warranty	HP Monitor M1F41AA with a <b>4-year warranty</b>



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**BAFO REQUEST NO.:** 004  
**SOLICITATION/OPPORTUNITY (OPP) NO.:** RFPT30034901600910  
**TITLE:** PC Prime Vendor Services  
**ISSUE DATE:** 10/26/17

**REQ NO.:** NA  
**BUYER:** Paul Linhardt  
**PHONE NO.:** (573) 751-4578  
**E-MAIL:** Paul.Linhardt@oa.mo.gov

**BAFO RESPONSE SHOULD BE RETURNED BY: 11/8/17 AT 5:00 PM CENTRAL TIME**

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**JEFFERSON CITY MO 65102-0809** **JEFFERSON CITY MO 65101-1517**

**REVISED VIA BAFO 001**

**CONTRACT PERIOD: DATE OF AWARD THROUGH** *JUNE 30, 2019*

**DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

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Vendors are advised that BAFO #004 modifies the RFP's worksheet pricing pages as identified below:

<b>Rev. Exh.</b>	<b>Worksheet Items/Descriptions Modified by Revised BAFO #003 as identified in BAFO #003</b>	<b>BAFO #004 Worksheet Items/Descriptions</b>
A.1.1	Lenovo ThinkCentre <b>M710</b>	Lenovo ThinkCentre <b>M710S</b>
A.1.2	Lenovo ThinkCentre <b>M710</b>	Lenovo ThinkCentre <b>M710S</b>
A.1.3	Minimum Specification for Integrated Ethernet	Deleted
A.1.4	Minimum Specification for Integrated Ethernet	Deleted
A.1.6	Hewlett Packard (HP) Model LaserJet <b>M506</b>	Hewlett Packard (HP) Model LaserJet <b>M506DN</b>
A.1.6	Minimum Specification for Labels	Deleted
A.1.6	Minimum Specification for Transparencies	Deleted
A.1.7	Minimum Specification for Labels	Deleted
A.1.7	Minimum Specification for Transparencies	Deleted
A.1.10	Microsoft Office Professional Plus - Software assurance - 1 PC - Enterprise - Win - All Languages- <b>Three Year Lump Sum</b> Price With Platform Discount.	Microsoft Office Professional Plus - Software assurance - 1 PC - Enterprise - Win - All Languages- <b>Single Year</b> Price With Platform Discount.



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REVISED BAFO REQUEST NO.: 003  
SOLICITATION/OPPORTUNITY (OPP) NO.: RFPT30034901600910  
TITLE: PC Prime Vendor Services  
ISSUE DATE: 10/04/17

REQ NO.: NA  
BUYER: Paul Linhardt  
PHONE NO.: (573) 751-4578  
E-MAIL: Paul.Linhardt@oa.mo.gov

REVISED BAFO RESPONSE SHOULD BE RETURNED BY: 10/10/17 AT 5:00 PM CENTRAL TIME

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**REVISED BEST AND FINAL OFFER (BAFO) #003 to RFPT30034901600910****TITLE:** PC PRIME VENDOR SERVICES**CONTRACT PERIOD:** DATE OF AWARD THROUGH JUNE 30, 2019

Vendors are advised that Revised BAFO #003 modifies the RFP's worksheet pricing pages A.1.3 and A.1.4 as attached herein and identified below:

<b>Rev. Exh.</b>	<b>Worksheet Items/Descriptions Modified by Revised BAFO #003 as identified in BAFO #003</b>	<b>Revised BAFO #003 Worksheet Items/Descriptions</b>
A.1.3	HP ProBooks 640 <b>G2</b>	HP ProBooks 640 <b>G3</b>
A.1.4	Lenovo ThinkPad <b>L570</b>	Lenovo ThinkPad <b>T570</b>
A.1.4	HP ProBooks 650 <b>G2</b>	HP ProBooks 650 <b>G3</b>



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REQ NO.: NA  
 BUYER: Paul Linhardt  
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 E-MAIL: Paul.Linhardt@oa.mo.gov

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**BEST AND FINAL OFFER (BAFO) #003 to RFPT30034901600910****TITLE:** PC PRIME VENDOR SERVICES**CONTRACT PERIOD:** DATE OF AWARD THROUGH JUNE 30, 2019

Vendors are advised that BAFO #003 revises the RFP's worksheet pricing pages A.1.1 through A.1.11 as attached herein. For the vendor's convenience, the table below provides a comparison of all RFP worksheet revisions as of Revised BAFO #002 as compared to the newly-revised worksheets issued via BAFO #003:

<b>Rev. Exh.</b>	<b>All Worksheet Items/Descriptions Revised by Revised BAFO #001, BAFO #002, and/or Revised BAFO #002</b>	<b>BAFO #003 Worksheet Items/Descriptions</b>
A.1.1	Dell Optiplex <b>5040</b>	Dell OptiPlex <b>5050</b>
A.1.1	HP ProDesk 600 <b>G2</b> Business Desktop	HP ProDesk 600 <b>G3</b>
A.1.1	Lenovo ThinkCentre <b>M700</b> Small Form Factor	Lenovo – ThinkCentre <b>M710</b>
A.1.1	Case: <b>Mini Tower Chassis</b>	Case: <b>Small Form Factor Chassis</b>
A.1.1	CPU: Quad core <b>I5</b>	CPU: <b>Intel</b> Quad core <b>i5</b>
A.1.1	Mouse & Keyboard requirement	Deleted
A.1.1	NIC requirement	Deleted
A.1.1	Energy Star 5 requirement	Deleted
A.1.2	Dell Optiplex <b>7040</b>	Dell Optiplex <b>7050</b>
A.1.2	HP ProDesk 600 <b>G2</b> Business Desktop	HP ProDesk 600 <b>G3</b>
A.1.2	Lenovo ThinkCentre <b>M700 Tiny</b>	Lenovo ThinkCentre <b>M710</b>
A.1.2	Case: <b>Mini Tower Chassis</b>	Case: <b>Small Form Factor Chassis</b>
A.1.2	CPU: Quad core <b>I7</b>	CPU: <b>Intel</b> Quad core <b>i7</b>
A.1.2	Mouse & Keyboard requirement	Deleted
A.1.2	NIC requirement	Deleted
A.1.2	Energy Star 5 requirement	Deleted
A.1.3	Dell Latitude <b>5470</b>	Dell Latitude <b>5480</b>
A.1.3	Lenovo ThinkPad <b>L460</b>	Lenovo ThinkPad <b>L470</b>
A.1.3	CPU: Intel <b>Core 2 Duo – Manufacturer must indicate the CPU proposed</b>	CPU: Intel <b>i5 Processor</b>
A.1.3	Integrated Mouse requirement	Deleted
A.1.3	Modem requirement	Deleted
A.1.3	USB Port requirement	Deleted
A.1.3	Energy Star 5 requirement	Deleted
A.1.4	Dell Latitude <b>5470</b>	Dell Latitude <b>5580</b>
A.1.4	Lenovo ThinkPad <b>L560</b>	Lenovo ThinkPad <b>L570</b>
A.1.4	CPU: Intel <b>Core 2 Duo – Manufacturer must indicate the CPU proposed</b>	CPU: Intel <b>i7 Processor</b>
A.1.4	Integrated Mouse requirement	Deleted
A.1.4	Modem requirement	Deleted
A.1.4	USB Port requirement	Deleted
A.1.4	Energy Star 5 requirement	Deleted
A.1.5	Dell 20" LCD Flat-Panel Part <b>#P2014H3</b>	Dell 20" LCD Flat-Panel Part <b>#2017H</b>
A.1.5	Lenovo <b>20"</b> LED Flat-Panel Widescreen Monitor	Lenovo – <b>19.5"</b> LED Flat-Panel Widescreen Monitor
A.1.6	Processor Speed requirement	Deleted
A.1.6	Print Speed requirement	Deleted
A.1.6	Duty Cycle requirement	Deleted
A.1.6	Print Quality requirement	Deleted
A.1.6	Standard Connection requirement	Deleted
A.1.6	Network Connection requirement	Deleted
A.1.6	System Memory requirement	Deleted
A.1.6	Printer Languages requirement	Deleted



A.1.6	Paper Sizes Handled requirement	Deleted
A.1.6	Printer Cartridge requirement	Deleted
A.1.7	Processor Speed requirement	Deleted
A.1.7	Print Speed requirement	Deleted
A.1.7	Print Quality requirement	Deleted
A.1.7	Standard Connection requirement	Deleted
A.1.7	Input Trays requirement	Deleted
A.1.7	Printer Languages requirement	Deleted
A.1.7	Paper Sizes Handled requirement	Deleted
A.1.7	Operating Systems Support	Deleted
A.1.7	Toner Cartridge Return/Exchange Program	Deleted
A.1.7	Printer Cartridge requirement	Deleted
A.1.8	<b>HP ProLiant DL180</b>	<b>HP ProLiant DL160 Generation 9</b>
A.1.8	Case: Tool-less, <b>2u</b> rack mounted general purpose server	Case: Tool-less <b>1u</b> rack mounted general purpose server
A.1.8	CPU: Intel®Xeon® <b>X5560, 2.8Ghz, 8M Cache, Turbo, HT, 1333MHz</b> Max Mem	CPU: Intel®Xeon® <b>E5-2620 v4, 2.1Ghz, 20M Cache, Turbo, HT, 2133MHz</b> Max Mem
A.1.8	Memory: <b>2-8G PC3-8500 CL7 ECC DDR3 1066MHz;</b>	Memory: <b>HP and Lenovo: 2-8G DDR4 2400 MHz; Dell: 2-8G DDR4 2400MTs</b>
A.1.8	Hard Disk: <b>2-73G HDD 10k</b>	Hard Disk: <b>300GB HDD 15k</b>
A.1.8	Mouse requirement	Deleted
A.1.8	Drive requirement	Deleted
A.1.8	Electronic Service and Support requirement	Deleted
A.1.9	<b>SL WINLIN000/SUPport Lien Windows Linus Supportline</b> IBM WebSphere Application Server	<b>D55W8LL</b> IBM WebSphere Application Server
A.1.9	<b>65258634AC02A00</b> Adobe <b>CLPC 5.X</b> Acrobat Pro 10 MP Media D (including software license)	<b>65280374AC02A00</b> Adobe Acrobat Pro 10 MP Media D (including software license)
A.1.10	<b>7JQ-00341</b> Microsoft SQL Server Enterprise Edition	<b>7JQ-00353</b> Microsoft SQL Server Enterprise Edition
A.1.10	<b>7NQ-00302</b> Microsoft SQL Standard Edition – 2 core licenses – <b>2005</b> version	<b>7NQ-00300</b> Microsoft SQL Standard Edition – 2 core licenses – <b>2016</b> version
A.1.11	Dell – Additional One Year, On-Site, Next Business day, Parts and Labor Warranty for Dell Optiplex <b>5040</b>	Dell – Additional One Year, On-Site, Next Business day, Parts and Labor Warranty for Dell Optiplex <b>5050</b>
A.1.11	HP – Additional One Year, On-Site, Next Business day, Parts and Labor Warranty for HP ProDesk 600 <b>G2</b> Business Desktop	HP – Additional One Year, On-Site, Next Business day, Parts and Labor Warranty for HP ProDesk 600 <b>G3 with i5 processor</b>
A.1.11	Lenovo – Additional One Year, On-Site, Next Business day, Parts and Labor Warranty for ThinkCentre <b>M93p</b>	Lenovo – Additional One Year, On-Site, Next Business day, Parts and Labor Warranty for ThinkCentre <b>M910</b>
A.1.11	Dell Asset Tagging with Electronic Inventory Reporting + Image Load Management + LCD Asset Tag for Optiplex <b>5040</b>	Dell Asset Tagging with Electronic Inventory Reporting + Image Load Management + LCD Asset Tag for Optiplex <b>5050</b>
A.1.11	HP - Asset Tagging with Electronic Inventory Reporting + Image Load Management + LCD Asset Tag for a HP ProDesk 600 G2 Business Desktop	HP - Asset Tagging with Electronic Inventory Reporting + Image Load Management + LCD Asset Tag for a HP ProDesk 600 <b>G3 with i5 processor</b>
A.1.12	Contractor-Provided Value Added Services	Deleted (Section A.1.12 was deleted since these services are previously identified under Section A.1 Category 6)

RFP paragraph 4.3.3 a. is revised by BAFO #003.

As a reminder to vendors, BAFO #002 and Revised BAFO #002 include revisions to RFP paragraphs 2.3.3, 2.3.3g., 2.3.3 i., and 4.3.3 a.



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 REQUEST FOR BEST AND FINAL OFFER (BAFO)  
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REVISED BAFO REQUEST NO.: 002  
 SOLICITATION/OPPORTUNITY (OPP) NO.: RFPT30034901600910  
 TITLE: PC Prime Vendor Services  
 ISSUE DATE: 09/08/17

REQ NO.: NA  
 BUYER: Paul Linhardt  
 PHONE NO.: (573) 751-4578  
 E-MAIL: Paul.Linhardt@oa.mo.gov

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**REVISED BEST AND FINAL OFFER (BAFO) #002 to RFPT30034901600910**

**TITLE: PC PRIME VENDOR SERVICES**

**CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2019**

**RFP RFPT30034901600910 is hereby revised as follows:**

- Paragraph 4.3.3 a. – Revised
- Exhibit A.1.1 – HP ProDesk 600 G2 REVISED TO ProDesk 600 G3
- Exhibit A.1.2 – HP ProDesk 600 G2 REVISED TO ProDesk 600 G3



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AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

**BEST AND FINAL OFFER (BAFO) #002 to RFPT30034901600910****TITLE: PC PRIME VENDOR SERVICES****CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2019****RFP RFPT30034901600910 is hereby revised as follows:**

- Paragraph 2.3.3 – Revised
- Paragraph 2.3.3 g. and i. – Revised
- Exhibit A.1.1 – Revised
- Exhibit A.1.2 – Revised
- Exhibit A.1.3 – Revised
- Exhibit A.1.4 – Revised
- Exhibit A.1.6 – Revised
- Exhibit A.1.7 – Revised
- Exhibit A.1.8 – Revised
- Exhibit A.1.9 – Revised
- Exhibit A.1.10 – Revised
- Exhibit A.1.12 – Deleted



STATE OF MISSOURI  
 OFFICE OF ADMINISTRATION  
 DIVISION OF PURCHASING  
 REQUEST FOR BEST AND FINAL OFFER (BAFO)  
 FOR REQUEST FOR PROPOSAL (RFP)

REVISED BAFO REQUEST NO.: 001  
 SOLICITATION/OPPORTUNITY (OPP) NO.: RFPT30034901600910  
 TITLE: PC Prime Vendor Services  
 ISSUE DATE: 06/14/17

REQ NO.: NA  
 BUYER: Paul Linhardt  
 PHONE NO.: (573) 751-4578  
 E-MAIL: Paul.Linhardt@oa.mo.gov

**BAFO RESPONSE SHOULD BE RETURNED BY: 06/21/17 AT 5:00 PM CENTRAL TIME**

**MAILING INSTRUCTIONS:** Print or type **Solicitation/OPP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals should be in the Division of Purchasing office (301 W High Street, Room 630) by the return date and time.

**RETURN BAFO RESPONSE TO:** (U.S. Mail) **DIVISION OF PURCHASING** or (Courier Service) **DIVISION OF PURCHASING**  
**PO BOX 809** **301 WEST HIGH STREET, RM 630**  
**JEFFERSON CITY MO 65102-0809** **JEFFERSON CITY MO 65101-1517**

**REVISED VIA BAFO 001**

**CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2019**

**DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

**VARIOUS AGENCIES STATEWIDE**

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests. The vendor agrees that the language of the original RFP as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing 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	MissouriBUYS 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

**REVISED BEST AND FINAL OFFER (BAFO) #001 to RFPT30034901600910****TITLE:** PC PRIME VENDOR SERVICES**CONTRACT PERIOD:** DATE OF AWARD THROUGH JUNE 30, 2019RFP RFPT30034901600910 is hereby revised as follows:

- Contract Period revised as follows:  
Previous Contract Period: Date of Award through June 30, 2018  
Revised Contract Period: Date of Award through June 30, 2019
- Section 1.6 Added
- Paragraph 2.3.3 c. Deleted
- Paragraph 2.4.4 Revised
- Paragraph 2.4.6 a. Added
- Paragraph 2.4.7 Revised
- Paragraph 2.4.7 a. Added
- Paragraph 2.6.1 and its subparagraphs Revised
- **Paragraph 2.6.1 h. (Modified by Revised BAFO 001)**
- Paragraph 2.7.1 Revised
- Paragraph 2.7.1 e. Revised
- **Paragraph 2.7.1 g. Deleted (Modified by Revised BAFO 001)**
- Paragraph 2.8.2 c. Revised
- Paragraph 2.8.4 Revised
- Paragraph 2.8.10 a. Revised
- Paragraph 2.8.10 c. Revised
- Paragraph 2.8.11 and subparagraphs e., g., & j. Revised
- Paragraph 2.8.12 a., d., & e. Revised
- Paragraph 2.8.12 a. 1) Deleted
- Paragraph 2.8.12 g., h., & i. Added
- Section 2.9 Revised
- Paragraph 2.13.1 Revised
- Paragraph 2.13.1 a. Added
- Paragraph 3.2.1 Revised
- Paragraph 3.4.1 Revised
- Paragraph 4.2.4 Added
- Exhibit A.1.5 – Revised
- Exhibit A.1.9 – Revised
- Exhibit A.1.10 – Revised
- Exhibit A.1.11 - Revised
- Exhibit B.1 – paragraphs 6. & 7. Added
- Exhibit B.2 Revised
- Exhibit B.2 – paragraph 2. Added
- Exhibit C.1 – paragraph 3. and its subparagraph a. Added
- Exhibit C.3 – paragraphs 5. through 11. Added



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

**ADDENDUM NO.: 06**  
**SOLICITATION/OPPORTUNITY (OPP) NO.: RFPT30034901600910**  
**TITLE: PC Prime Vendor Services**  
**ISSUE DATE: 08/17/16**

**REQ NO.: NA**  
**BUYER: Paul Linhardt**  
**PHONE NO.: (573) 751-4578**  
**E-MAIL: [Paul.Linhardt@oa.mo.gov](mailto:Paul.Linhardt@oa.mo.gov)**

**RETURN PROPOSAL NO LATER THAN: 8/23/16 AT 2:00 PM CENTRAL TIME (END DATE)**

**VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuys.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)**

**MAILING INSTRUCTIONS:** Print or type **Solicitation/OPP Number** and **End Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

<b>(U.S. Mail)</b>	<b>(Courier Service)</b>
<b>RETURN PROPOSAL TO: DIVISION OF PURCHASING or</b>	<b>DIVISION OF PURCHASING</b>
<b>PO BOX 809</b>	<b>301 WEST HIGH STREET, RM 630</b>
<b>JEFFERSON CITY MO 65102-0809</b>	<b>JEFFERSON CITY MO 65101-1517</b>

**CONTRACT PERIOD: Date of Award Through June 30, 2018**

**DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

**VARIOUS AGENCIES STATEWIDE**

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP addendums. The vendor should, as a matter of clarity and assurance, also sign and return all previously issued RFP addendum(s) and the original RFP document. The vendor agrees that the language of the original RFP as modified by this and any previously issued RFP addendums shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing 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. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

<b>VENDOR NAME</b>	<b>MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)</b>
<b>MAILING ADDRESS</b>	
<b>CITY, STATE, ZIP CODE</b>	

<b>CONTACT PERSON</b>	<b>EMAIL ADDRESS</b>
<b>PHONE NUMBER</b>	<b>FAX NUMBER</b>
<b>VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)</b> <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	
<b>AUTHORIZED SIGNATURE</b>	<b>DATE</b>
<b>PRINTED NAME</b>	<b>TITLE</b>



**ADDENDUM #06 FOR RFPT30034901600910**

**TITLE: PC PRIME VENDOR SERVICES**

**CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2018**

**PROSPECTIVE VENDORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES AND CLARIFICATIONS:**

- **Exhibit A.1.9 REVISED**

All changes indicated in *bold italics*.

Vendors may review the revision(s) to the MissouriBUYS electronic solicitation at <https://MissouriBUYS.mo.gov>. Please follow these steps to conduct a comparison to review the electronic solicitation revision(s):

1. Log into **MissouriBUYS**.
2. Select the **Solicitations** tab.
3. Select **View Current Solicitations**.
4. Select **My List** (if you have previously reviewed/responded to this solicitation); Select **Other Active Opportunities** (if you have not previously reviewed/responded to this solicitation).
5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
6. From the **Overview** page, under **Solicitation History** information, select **Previous Version** from the dropdown box.
7. Choose the solicitation version you desire to compare to the addendum.
8. Click **Show Version Comparison** (revisions will be in yellow highlight).



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

**ADDENDUM NO.: 05**  
**SOLICITATION/OPPORTUNITY (OPP) NO.: RFPT30034901600910**  
**TITLE: PC Prime Vendor Services**  
**ISSUE DATE: 08/12/16**

**REQ NO.: NA**  
**BUYER: Paul Linhardt**  
**PHONE NO.: (573) 751-4578**  
**E-MAIL: [Paul.Linhardt@oa.mo.gov](mailto:Paul.Linhardt@oa.mo.gov)**

**RETURN PROPOSAL NO LATER THAN: 8/23/16 AT 2:00 PM CENTRAL TIME (END DATE)**

**VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuys.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)**

**MAILING INSTRUCTIONS:** Print or type **Solicitation/OPP Number** and **End Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

<b>(U.S. Mail)</b>	<b>(Courier Service)</b>
<b>RETURN PROPOSAL TO: DIVISION OF PURCHASING or</b>	<b>DIVISION OF PURCHASING</b>
<b>PO BOX 809</b>	<b>301 WEST HIGH STREET, RM 630</b>
<b>JEFFERSON CITY MO 65102-0809</b>	<b>JEFFERSON CITY MO 65101-1517</b>

**CONTRACT PERIOD: Date of Award Through June 30, 2018**

**DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

**VARIOUS AGENCIES STATEWIDE**

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP addendums. The vendor should, as a matter of clarity and assurance, also sign and return all previously issued RFP addendum(s) and the original RFP document. The vendor agrees that the language of the original RFP as modified by this and any previously issued RFP addendums shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing 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. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

<b>VENDOR NAME</b>	<b>MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)</b>
<b>MAILING ADDRESS</b>	
<b>CITY, STATE, ZIP CODE</b>	

<b>CONTACT PERSON</b>	<b>EMAIL ADDRESS</b>
<b>PHONE NUMBER</b>	<b>FAX NUMBER</b>
<b>VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)</b> <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	
<b>AUTHORIZED SIGNATURE</b>	<b>DATE</b>
<b>PRINTED NAME</b>	<b>TITLE</b>

**ADDENDUM #05 FOR RFPT30034901600910**

**TITLE: PC PRIME VENDOR SERVICES**

**CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2018**

**PROSPECTIVE VENDORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES AND CLARIFICATIONS:**

- **Closing Date:**  
**As Stated: Return proposal no later than: 8/16/16 at 2:00 PM.**  
**Change To: Return proposal no later than: 8/23/16 at 2:00 PM.**

<b>Paragraph 1.1.6 ADDED</b>	<b>Paragraph 1.2.1 REVISED</b>	<b>Paragraph 1.4.7 ADDED</b>	<b>Paragraph 2.3.6 b. 1) REVISED</b>	<b>Paragraph 2.8.4 b. 13) DELETED</b>
<b>Paragraph 2.8.4 c. REVISED</b>	<b>Paragraph 2.8.9 a. 7) REVISED</b>	<b>Paragraph 2.8.10 a. 2) REVISED</b>	<b>Paragraph 2.8.11 REVISED</b>	<b>Paragraph 2.8.12 a. 2) REVISED</b>
<b>Paragraph 2.9.1 REVISED</b>	<b>Paragraph 2.9.1 a. ADDED</b>	<b>Paragraph 2.9.2 REVISED</b>	<b>Paragraph 2.9.2 a. REVISED</b>	<b>Paragraph 2.9.2 a. 1) REVISED</b>
<b>Paragraph 2.9.2 b. REVISED</b>	<b>Paragraph 2.9.2 c. ADDED</b>	<b>Paragraph 2.9.4 a. REVISED</b>	<b>Exhibit A.1.5 REVISED</b>	<b>Exhibit A.1.9 REVISED</b>
<b>Exhibit C.3 3. ADDED</b>	<b>Exhibit C.3 4. ADDED</b>	<b>Terms and Conditions Section 13. Warranty REVISED</b>		

All changes indicated in *bold italics*.

Vendors may review the revision(s) to the MissouriBUYS electronic solicitation at <https://MissouriBUYS.mo.gov>. Please follow these steps to conduct a comparison to review the electronic solicitation revision(s):

1. Log into **MissouriBUYS**.
2. Select the **Solicitations** tab.
3. Select **View Current Solicitations**.
4. Select **My List** (if you have previously reviewed/responded to this solicitation); Select **Other Active Opportunities** (if you have not previously reviewed/responded to this solicitation).
5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
6. From the **Overview** page, under **Solicitation History** information, select **Previous Version** from the dropdown box.
7. Choose the solicitation version you desire to compare to the addendum.
8. Click **Show Version Comparison** (revisions will be in yellow highlight).



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

**ADDENDUM NO.: 04**  
**SOLICITATION/OPPORTUNITY (OPP) NO.: RFPT30034901600910**  
**TITLE: PC Prime Vendor Services**  
**ISSUE DATE: 08/05/16**

**REQ NO.: NA**  
**BUYER: Paul Linhardt**  
**PHONE NO.: (573) 751-4578**  
**E-MAIL: [Paul.Linhardt@oa.mo.gov](mailto:Paul.Linhardt@oa.mo.gov)**

**RETURN PROPOSAL NO LATER THAN: 8/16/16 AT 2:00 PM CENTRAL TIME (END DATE)**

**VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuys.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)**

**MAILING INSTRUCTIONS:** Print or type **Solicitation/OPP Number** and **End Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

<b>(U.S. Mail)</b>	<b>(Courier Service)</b>
<b>RETURN PROPOSAL TO: DIVISION OF PURCHASING or</b>	<b>DIVISION OF PURCHASING</b>
<b>PO BOX 809</b>	<b>301 WEST HIGH STREET, RM 630</b>
<b>JEFFERSON CITY MO 65102-0809</b>	<b>JEFFERSON CITY MO 65101-1517</b>

**CONTRACT PERIOD: Date of Award Through June 30, 2018**

**DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

**VARIOUS AGENCIES STATEWIDE**

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP addendums. The vendor should, as a matter of clarity and assurance, also sign and return all previously issued RFP addendum(s) and the original RFP document. The vendor agrees that the language of the original RFP as modified by this and any previously issued RFP addendums shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing 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. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

<b>VENDOR NAME</b>	<b>MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)</b>
<b>MAILING ADDRESS</b>	
<b>CITY, STATE, ZIP CODE</b>	

<b>CONTACT PERSON</b>	<b>EMAIL ADDRESS</b>
<b>PHONE NUMBER</b>	<b>FAX NUMBER</b>
<b>VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)</b> <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	
<b>AUTHORIZED SIGNATURE</b>	<b>DATE</b>
<b>PRINTED NAME</b>	<b>TITLE</b>

**ADDENDUM #04 FOR RFPT30034901600910**

**TITLE: PC PRIME VENDOR SERVICES**

**CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2018**

**PLEASE BE ADVISED OF THE FOLLOWING REVISION:**

1. Closing Date:

As Stated: Return proposal no later than:	8/09/16 at 2:00 PM.
Change To: Return proposal no later than:	8/16/16 at 2:00 PM.

*The state anticipates issuing at least one subsequent addendum to the RFP to revise/clarify requirements.*

Vendors may review the revision(s) to the MissouriBUYS electronic solicitation at <https://MissouriBUYS.mo.gov>. Please follow these steps to conduct a comparison to review the electronic solicitation revision(s):

1. Log into **MissouriBUYS**.
2. Select the **Solicitations** tab.
3. Select **View Current Solicitations**.
4. Select **My List** (if you have previously reviewed/responded to this solicitation); Select **Other Active Opportunities** (if you have not previously reviewed/responded to this solicitation).
5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
6. From the **Overview** page, under **Solicitation History** information, select **Previous Version** from the dropdown box.
7. Choose the solicitation version you desire to compare to the addendum.
8. Click **Show Version Comparison** (revisions will be in yellow)



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

**ADDENDUM NO.:** 03  
**SOLICITATION/OPPORTUNITY (OPP) NO.:** RFPT30034901600910  
**TITLE:** PC Prime Vendor Services  
**ISSUE DATE:** 07/28/16

**REQ NO.:** NA  
**BUYER:** Paul Linhardt  
**PHONE NO.:** (573) 751-4578  
**E-MAIL:** [Paul.Linhardt@oa.mo.gov](mailto:Paul.Linhardt@oa.mo.gov)

**RETURN PROPOSAL NO LATER THAN: 8/09/16 AT 2:00 PM CENTRAL TIME (END DATE)**

**VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuys.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)**

**MAILING INSTRUCTIONS:** Print or type **Solicitation/OPP Number** and **End Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

<b>(U.S. Mail)</b>	<b>(Courier Service)</b>
<b>RETURN PROPOSAL TO: DIVISION OF PURCHASING or</b>	<b>DIVISION OF PURCHASING</b>
<b>PO BOX 809</b>	<b>301 WEST HIGH STREET, RM 630</b>
<b>JEFFERSON CITY MO 65102-0809</b>	<b>JEFFERSON CITY MO 65101-1517</b>

**CONTRACT PERIOD: Date of Award Through June 30, 2018**

**DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

**VARIOUS AGENCIES STATEWIDE**

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP addendums. The vendor should, as a matter of clarity and assurance, also sign and return all previously issued RFP addendum(s) and the original RFP document. The vendor agrees that the language of the original RFP as modified by this and any previously issued RFP addendums shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing 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. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

<b>VENDOR NAME</b>	<b>MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)</b>
<b>MAILING ADDRESS</b>	
<b>CITY, STATE, ZIP CODE</b>	

<b>CONTACT PERSON</b>	<b>EMAIL ADDRESS</b>
<b>PHONE NUMBER</b>	<b>FAX NUMBER</b>
<b>VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)</b>	
<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	
<b>AUTHORIZED SIGNATURE</b>	<b>DATE</b>
<b>PRINTED NAME</b>	<b>TITLE</b>

**ADDENDUM #03 FOR RFPT30034901600910**

**TITLE: PC PRIME VENDOR SERVICES**

**CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2018**

**PROSPECTIVE VENDORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES AND CLARIFICATIONS:**

<b>Paragraph 1.1.6</b>	<b>Paragraph 1.2.1</b>	<b>Paragraph 1.4.5 and its subparagraphs</b>	<b>Paragraph 1.4.6</b>	<b>Paragraph 2.1.5</b>	<b>Paragraph 2.3.4</b>
<b>Paragraph 2.3.6 b. 1)</b>	<b>Paragraph 2.4.1</b>	<b>Paragraph 2.4.3</b>	<b>Paragraph 2.7.1 b.</b>	<b>Paragraph 2.8.11</b>	<b>Paragraph 2.11.1</b>
<b>Paragraph 3.12.1</b>	<b>Exhibit A.1.1</b>	<b>Exhibit A.1.2</b>	<b>Exhibit A.1.3</b>	<b>Exhibit A.1.4</b>	<b>Exhibit A.1.5</b>
<b>Exhibit A.1.6</b>	<b>Exhibit A.1.7</b>	<b>Exhibit A.1.8</b>	<b>Exhibit B.1. 5.</b>	<b>Exhibit C.1 2.</b>	<b>Exhibit C.2 3.</b>
<b>Exhibit C.2 4.</b>					

- **Closing Date:**  
As Stated: Return proposal no later than: **08/02/16 at 2:00 PM.**  
Change To: Return proposal no later than: **08/09/16 at 2:00 PM.**

All changes indicated in *bold italics*.

Vendors may review the revision(s) to the MissouriBUYS electronic solicitation at <https://MissouriBUYS.mo.gov>. Please follow these steps to conduct a comparison to review the electronic solicitation revision(s):

1. Log into **MissouriBUYS**.
2. Select the **Solicitations** tab.
3. Select **View Current Solicitations**.
4. Select **My List** (if you have previously reviewed/responded to this solicitation); Select **Other Active Opportunities** (if you have not previously reviewed/responded to this solicitation).
5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
6. From the **Overview** page, under **Solicitation History** information, select **Previous Version** from the dropdown box.
7. Choose the solicitation version you desire to compare to the addendum.
8. Click **Show Version Comparison** (revisions will be in yellow highlight).



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

**ADDENDUM NO.:** 02  
**SOLICITATION/OPPORTUNITY (OPP) NO.:** RFPT30034901600910  
**TITLE:** PC Prime Vendor Services  
**ISSUE DATE:** 07/15/16

**REQ NO.:** NA  
**BUYER:** Paul Linhardt  
**PHONE NO.:** (573) 751-4578  
**E-MAIL:** [Paul.Linhardt@oa.mo.gov](mailto:Paul.Linhardt@oa.mo.gov)

**RETURN PROPOSAL NO LATER THAN:** 8/02/16 AT 2:00 PM CENTRAL TIME (END DATE)

**VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuys.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)**

**MAILING INSTRUCTIONS:** Print or type **Solicitation/OPP Number** and **End Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

<b>(U.S. Mail)</b>	<b>(Courier Service)</b>
<b>RETURN PROPOSAL TO: DIVISION OF PURCHASING or</b>	<b>DIVISION OF PURCHASING</b>
<b>PO BOX 809</b>	<b>301 WEST HIGH STREET, RM 630</b>
<b>JEFFERSON CITY MO 65102-0809</b>	<b>JEFFERSON CITY MO 65101-1517</b>

**CONTRACT PERIOD:** Date of Award Through June 30, 2018

**DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

**VARIOUS AGENCIES STATEWIDE**

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP addendums. The vendor should, as a matter of clarity and assurance, also sign and return all previously issued RFP addendum(s) and the original RFP document. The vendor agrees that the language of the original RFP as modified by this and any previously issued RFP addendums shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing 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. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

<b>VENDOR NAME</b>	<b>MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)</b>
<b>MAILING ADDRESS</b>	
<b>CITY, STATE, ZIP CODE</b>	

<b>CONTACT PERSON</b>	<b>EMAIL ADDRESS</b>
<b>PHONE NUMBER</b>	<b>FAX NUMBER</b>
<b>VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)</b> <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	
<b>AUTHORIZED SIGNATURE</b>	<b>DATE</b>
<b>PRINTED NAME</b>	<b>TITLE</b>



**ADDENDUM #02 FOR RFPT30034901600910**

**TITLE: PC PRIME VENDOR SERVICES**

**CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2018**

Addendum #02 is for informational purposes only, and makes no changes to the RFP. Potential Vendors are advised to open and review Addendum #02. Addendum #02 does not require the vendor's signature.

- The purpose of Addendum #02 is to post the pre-proposal conference attendance record in the MissouriBUYS system. The attendance record is posted as a separate document on the MissouriBUYS Bid Board under Solicitation No: RFPT30034901600910.

Vendors may review the revision(s) to the MissouriBUYS electronic solicitation at <https://MissouriBUYS.mo.gov>. Please follow these steps to conduct a comparison to review the electronic solicitation revision(s):

1. Log into **MissouriBUYS**.
2. Select the **Solicitations** tab.
3. Select **View Current Solicitations**.
4. Select **My List** (if you have previously reviewed/responded to this solicitation); Select **Other Active Opportunities** (if you have not previously reviewed/responded to this solicitation).
5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
6. From the **Overview** page, under **Solicitation History** information, select **Previous Version** from the dropdown box.
7. Choose the solicitation version you desire to compare to the addendum.
8. Click **Show Version Comparison** (revisions will be in yellow highlight).



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

**ADDENDUM NO.: 01**  
**SOLICITATION/OPPORTUNITY (OPP) NO.: RFPT30034901600910**  
**TITLE: PC Prime Vendor Services**  
**ISSUE DATE: 07/12/16**

**REQ NO.: NA**  
**BUYER: Paul Linhardt**  
**PHONE NO.: (573) 751-4578**  
**E-MAIL: [Paul.Linhardt@oa.mo.gov](mailto:Paul.Linhardt@oa.mo.gov)**

**RETURN PROPOSAL NO LATER THAN: 8/02/16 AT 2:00 PM CENTRAL TIME (END DATE)**

**VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuys.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)**

**MAILING INSTRUCTIONS:** Print or type **Solicitation/OPP Number** and **End Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

<b>(U.S. Mail)</b>	<b>(Courier Service)</b>
<b>RETURN PROPOSAL TO: DIVISION OF PURCHASING or</b>	<b>DIVISION OF PURCHASING</b>
<b>PO BOX 809</b>	<b>301 WEST HIGH STREET, RM 630</b>
<b>JEFFERSON CITY MO 65102-0809</b>	<b>JEFFERSON CITY MO 65101-1517</b>

**CONTRACT PERIOD: Date of Award Through June 30, 2018**

**DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

**VARIOUS AGENCIES STATEWIDE**

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP addendums. The vendor should, as a matter of clarity and assurance, also sign and return all previously issued RFP addendum(s) and the original RFP document. The vendor agrees that the language of the original RFP as modified by this and any previously issued RFP addendums shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing 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. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

**SIGNATURE REQUIRED**

DOING BUSINESS AS (DBA) NAME	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.
MAILING ADDRESS	IRS FORM 1099 MAILING ADDRESS
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE

CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN)
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

**ADDENDUM #01 FOR RFPT30034901600910****TITLE: PC PRIME VENDOR SERVICES****CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2018****PROSPECTIVE VENDORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES AND CLARIFICATIONS:****1. Paragraph 1.5.1 REVISED**

All changes indicated in *bold italics*.

Vendors may review the revision(s) to the MissouriBUYS electronic solicitation at <https://MissouriBUYS.mo.gov>. Please follow these steps to conduct a comparison to review the electronic solicitation revision(s):

1. Log into **MissouriBUYS**.
2. Select the **Solicitations** tab.
3. Select **View Current Solicitations**.
4. Select **My List** (if you have previously reviewed/responded to this solicitation); Select **Other Active Opportunities** (if you have not previously reviewed/responded to this solicitation).
5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
6. From the **Overview** page, under **Solicitation History** information, select **Previous Version** from the dropdown box.
7. Choose the solicitation version you desire to compare to the addendum.
8. Click **Show Version Comparison** (revisions will be in yellow highlight).



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

**SOLICITATION/OPPORTUNITY (OPP) NO.: RFPT30034901600910**  
**TITLE: PC Prime Vendor Services**  
**ISSUE DATE: 06/28/16**

**REQ NO.: N/A**  
**BUYER: Paul Linhardt**  
**PHONE NO.: (573) 751-4578**  
**E-MAIL: Paul.Linhardt@oa.mo.gov**

**RETURN PROPOSAL NO LATER THAN: 8/02/16 AT 2:00 PM CENTRAL TIME (END DATE)**

**VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuy.com) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)**

**MAILING INSTRUCTIONS:** Print or type **Solicitation/OPP Number** and **End Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

<p><b>(U.S. Mail)</b> <b>RETURN PROPOSAL TO: PURCHASING</b> <b>PO BOX 809</b> <b>JEFFERSON CITY MO 65102-0809</b></p>	or	<p><b>(Courier Service)</b> <b>PURCHASING</b> <b>301 WEST HIGH STREET, RM 630</b> <b>JEFFERSON CITY MO 65101-1517</b></p>
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**CONTRACT PERIOD: Date of Award Through June 30, 2018**

**DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

**Various Agencies  
Throughout the State of Missouri**

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 Request for Proposal (Revised 10/19/15). The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing 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. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

**SIGNATURE REQUIRED**

VENDOR NAME	MissouriBUYS 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

# Instructions for Submitting a Solicitation Response

The Division of Purchasing is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (<https://www.missouribuys.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at [https://missouribuys.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf). (This document is also on the Bid Board referenced above.)

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuys.mo.gov>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the vendor accesses their account by clicking the "Login" button at the top of the MissouriBUYS Home Page. After locating the desired solicitation on the Bid Board, at a minimum, the vendor must read and accept the Original Solicitation Documents and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits (including Exhibit A Pricing Pages), forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: [https://missouribuys.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf). Any such electronic submissions must be received prior to the specified end date and time.
  - Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.
  - In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.
- **HARD COPY RESPONSES:** When responding with a hard copy response, any such submission must be received prior to the specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

**End of Instructions for Submitting Solicitation Response**

## 1. INTRODUCTION AND GENERAL INFORMATION

*This section of the RFP includes a brief introduction and background information about the intended acquisition for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.*

### 1.1 Purpose:

- 1.1.1 This document constitutes a request for sealed proposals from prospective offerors to establish a statewide contract for the acquisition of personal computer (PC) hardware, software, and related value-added services for various state agencies located throughout the State of Missouri in accordance with the requirements and provisions stated herein.
- 1.1.2 The State of Missouri is seeking a “Prime Vendor” procurement mechanism which will enable the state to minimize its administrative efforts, maximize its buying power, and satisfy the varying needs of its end users with a full range of PC products and services that keep pace with the rapidly changing PC technology market.
- 1.1.3 The resulting contract will be a mandatory contract for all executive branch state agencies with the exception of the Missouri Lottery and state colleges and universities and with the exception of those items noted herein as non-mandatory for the state agencies. For these exempted agencies, as well as the legislative and judicial branches of state government, the resulting contract will be a non-mandatory contract. In addition, cooperative procurement entities may purchase from the contract.
- 1.1.4 The State of Missouri reserves the right to bid personal computer requirements outside of the contract when it is determined to be in the state’s best interest.
- 1.1.5 IT Accessibility: State agencies will be responsible for accommodating the PC computing needs of their disabled employees. If the PC computing products needed to accommodate accessibility issues are available under the contract, the state agencies may, but are not required to, use the contract to accommodate such special needs.

<b>ADDED VIA ADDENDUM 05</b>
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- 1.1.6 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
- Introduction and General Information
  - Scope of Work
  - Contractual Requirements
  - Proposal Submission Information and Requirements
  - Exhibit A: Pricing Pages
  - Exhibit B: Experience of Organization
  - Exhibit C: Method of Performance
  - Exhibit D: Participation from Other Organizations
  - Exhibit E: Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization
  - Exhibit F: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions
  - Exhibit G: Miscellaneous Information
  - Attachment 1: Current Contract Sales Volume
  - Attachment 2: Volume License Agreement Information
  - Attachment 3: Missouri Statewide Contract Quarterly Administrative Fee Report
  - Attachment 4: Missouri Statewide Contract Quarterly Usage Report

<b>ADDED VIA ADDENDUM 03</b>
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- Attachment 5: FY15 Services Sales Report*
- Attachment 6: Fiscal Year 2016 Sales Report*
- Attachment 7: MissouriBUYS RoundTrip Guide*

## State of Missouri Terms and Conditions Request for Proposal

**1.2 Attachments:****REVISED VIA ADDENDUM 03**

1.2.1 The vendor is advised that the attachments to this document referenced below provide additional information and instruction. Attachments 3, 4, 5, 6, and 7 are not able to be incorporated into this document but, instead, must be downloaded from the Division of Purchasing's online bidding system (MissouriBUYS) at: <https://missouribuys.mo.gov/bidboard.html>. 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. The following describes the attachments to this RFP that may be downloaded through the MissouriBUYS system and are not incorporated into this document:

- a. Attachment 3: Missouri Statewide Contract Quarterly Administrative Fee Report
- b. Attachment 4: Missouri Statewide Contract Quarterly Usage Report
- c. *Attachment 5: FY15 Services Sales Report*
- d. *Attachment 6: Fiscal Year 2016 Sales Report*
- e. *Attachment 7: MissouriBUYS RoundTrip Guide*

**1.3 RFP Questions:**

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

- a. Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Vendors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer of record.

- 1) The vendor may contact the Office of Equal Opportunity (OEO) regarding Minority Business Enterprise/Women Business Enterprise (MBE/WBE) certification or subcontracting.

1.3.2 Questions and issues relating to the RFP must be directed to the buyer, Paul Linhardt. It is preferred that questions be e-mailed to the buyer at [paul.linhardt@oa.mo.gov](mailto:paul.linhardt@oa.mo.gov).

1.3.3 All questions and issues should be submitted no later than ten (10) calendar days prior to the due date of the proposals. If not received prior to ten days before the proposal due date, the Division of Purchasing may not be able to fully research and consider the respective questions or issues.

1.3.4 The Division of Purchasing will attempt to ensure that an vendor receives an adequate and prompt response, if applicable. Upon the Division of Purchasing's consideration of questions and issues, if the Division of Purchasing determines that changes are necessary, the resulting changes will be included in a subsequently issued RFP addendum(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for a RFP addendum as the questions and issues did not provide further revision or clarity to the RFP or that time was not available to provide a response. All vendors will be advised of any change to the RFP's language, specifications, or requirements by a formal addendum to the RFP. There will be no posted written records of the questions/communications (i.e., formal question/answer document).

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

**1.4 Background:**

- 1.4.1 The State of Missouri developed its PC Prime Vendor procurement mechanism in 1995 to keep pace with rapid technology changes and fluctuating PC hardware and software prices. The current PC Prime Vendor contract (C211034001) with World Wide Technology expires on September 30, 2016. The State of Missouri seeks to establish a new PC Prime Vendor contract to acquire personal computer hardware, software and related value-added services.
- 1.4.2 Sales Volume: Sales figures are included in Attachment 1 which reflects purchases made by state agencies and colleges and universities including members of the cooperative procurement program, as reported by the current contractor. Total expenditures made by the cooperative procurement entities typically represent approximately thirty-nine percent (39%) of the total sales made against the contract.
- 1.4.3 The current PC Prime Vendor contract, the Software Training contracts, and the State of Missouri's Purchasing Card contract, which may be used by state agencies to procure products through the resulting contract, can be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System located on the Internet at: <http://oa.mo.gov/purchasing/bidding-contracts/awarded-bid-contract-document-search>. In addition, all proposal and evaluation documentation leading to the award of the contract may also be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System. Please reference the bid number B2Z11034 or the contract number C211034001 when searching for these documents for the PC Prime Vendor contract. Please reference the bid number B2Z12030 or the contract number C212030001-006 when searching for these documents for the Software Training contracts. Please reference the bid number B2Z13004 or the contract number C213004001 when searching for these documents for the Business Procurement Card Services contract.
- 1.4.4 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 Request for Proposal.

**ADDED VIA ADDENDUM 03****1.4.5 *Volume License Agreements Information:***

- a. *ITSD maintains a single enterprise agreement for the agencies it services. The non-consolidated, agencies not serviced by ITSD, maintain their own enterprise agreements.*
- b. *There are approximately 17,000 users under the ITSD enterprise agreement.*
- c. *There are a total of four (4) full enrollments under ITSD's Microsoft Master Agreement.*
- d. *ITSD does not have a Microsoft discount level higher than D.*

**1.4.6 *ITSD's estimated percentage of Microsoft sales are:***

- *Enterprise: 55%*
- *Select: 45%*

**ADDED VIA ADDENDUM 05**

- 1.4.7 *Attachment 7, MissouriBUYS Roundtrip Guide, is intended to provide an overview of punchout (roundtrip) requirements/processes. However, as the implementation process for MissouriBUYS is in progress, it is possible changes may be made to the information included in Attachment 7.*



**1.5 Pre-Proposal Conference:****REVISED VIA ADDENDUM 01**

- 1.5.1 A pre-proposal conference regarding this Request for Proposal will be held on **Tuesday**, July 12, 2016 beginning at 1:00 p.m. Central Time in Room 500 of the Harry S Truman State Office Building in Jefferson City, Missouri.
- 1.5.2 All potential offerors are encouraged to participate in the Pre-Proposal Conference as it will be used as a forum for questions, communications, and discussions regarding the RFP.
- 1.5.3 The RFP will be used as the agenda for the pre-proposal conference and formal minutes of the conference will not be maintained.
- 1.5.4 Pre-Proposal Conference RFP Questions: The vendor should become familiar with the RFP and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the RFP.
- a. Communication Prior to the Pre-Proposal Conference: The vendor may submit written communications and/or questions regarding the RFP, which reference the RFP paragraph number, to the buyer identified on page one. Such prior communication will provide the State of Missouri with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.
  - b. During the Pre-Proposal Conference, it shall be the sole responsibility of the vendor to orally address all issues previously presented to the buyer by the vendor, including any questions regarding the RFP or areas of the RFP requiring clarification.
  - c. Addendums to the RFP - Any changes needed to the RFP as a result of discussions from the Pre-Proposal Conference will be accomplished as an addendum to the RFP. Neither formal minutes of the conference nor written records of the questions/communications will be maintained.
- 1.5.5 Pre-Proposal Conference Special Accommodations: Vendors are strongly encouraged to advise the Division of Purchasing within five (5) working days prior to the scheduled pre-proposal conference of any special accommodations needed for persons with disabilities who will be attending the conference so that these accommodations can be made.

**REVISED VIA BAFO 001 – Section 1.6 Added****1.6 MissouriBUYS Roundtrip Catalog Sites:**

- 1.6.1 *The State of Missouri’s web-based statewide eProcurement system, referred to as MissouriBUYS, is powered by WebProcure, through the Division of Purchasing’s (Purchasing) partner, Perfect Commerce. MissouriBUYS allows state agencies and cooperative entities to procure competitively bid and awarded products and services electronically using roundtrip catalogs.*
- 1.6.2 ***Roundtrip Catalog Sites:** MissouriBUYS includes “roundtrip” (often referred to as “punchout”) functionality. Roundtrip catalog sites provide a mechanism for users to punchout from MissouriBUYS to the contractor’s or the contractor’s suppliers’ custom Missouri-specific catalog sites to shop (search, find, browse, and add products and services to a shopping cart). Upon the user completing their shopping, the user and their shopping cart return to MissouriBUYS where the information in the shopping cart may be used to create order(s). Roundtrip functionality allows for direct communication with the contractor’s or the contractor’s suppliers’ system(s), which allows real-time access to all products and services available under the contract with current contract pricing.*

*The contract requirements for roundtrip catalog sites are included in RFP Section 2.*

**END OF SECTION 1**

## 2. SCOPE OF WORK

*This section of the RFP includes requirements and provisions relating specifically to the performance requirements of the agency. The contents of this section include mandatory requirements that will be required of the successful vendor and subsequent contractor. Response to this section by the vendor is requested in the Exhibit section of this RFP. The vendor's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the vendor in event the proposal is accepted by the state.*

### 2.1 General Requirements:

- 2.1.1 The contractor must provide personal computer (PC) hardware, software, and related value-added services which meet or exceed the requirements and provisions contained in this document. The products and services offered under the contract must be suitable for use in the business transacted by the State of Missouri. The contractor shall not offer products and services outside the parameters defined within this document.
- 2.1.2 The contractor must provide a cost effective solution to aggregate the state's purchasing power to obtain PC hardware and software at the best pricing available. This shall include providing sourcing strategies, including negotiation with product manufacturers and distributors on the state's behalf, which optimize the state's volume purchasing power. Additionally, the contractor should provide advice and counsel on the state's acquisition practices that would result in more cost effective and efficient product ordering and acquisition and, thereby, result in lower costs for the state.
- a. The State of Missouri values business relationships with small businesses community. It is highly desirable for the contractor to utilize small businesses as sourcing partners to provide the products and services available through the contract.
- 2.1.3 Authorized Reseller: Within thirty (30) days after authorization to proceed with service, the contractor and/or subcontractor must be an authorized reseller for each of the manufacturers' lines specified herein. The required manufacturers' product lines specified herein are based upon the state's current installed base of products.
- 2.1.4 Product Line Additions/Deletions: The State of Missouri reserves the right to add or delete manufacturers and products from the required lists based on availability and needs identified by the state. All additions and deletions shall be accomplished via a contract amendment.

<b>ADDED VIA ADDENDUM 03</b>
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- 2.1.5 *Leasing shall not be permitted under this contract.*

### 2.2 Authorized User Requirements:

- 2.2.1 Executive Branch Agencies: The contractor shall provide products and/or services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to all executive branch agencies who fall under RSMo Chapter 34. The contractor shall understand and agree that participation by these entities is mandatory with the exception of the exclusions and non-mandatory items identified herein.
- 2.2.2 Colleges, Universities, Legislative and Judicial Branches: The contractor shall provide products and/or services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to state colleges and universities, as well as the legislative and judicial branches of state government. The contractor shall understand and agree that participation by these entities is discretionary on the part of the entities.
- 2.2.3 Cooperative Procurement Entities: The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide products and services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government

entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/mostatutes/stathtml/06700003601.html>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

### 2.3 Desktop Computers, Portable Computers, Servers, Printers and Peripherals/Supplies:

2.3.1 New/Used Equipment: All equipment must be new and in current production. Used, reconditioned, remanufactured, or prototype equipment is not acceptable unless written authorization is provided by the state agency prior to shipment.

2.3.2 Desktop Computers: The contractor must provide the entire enterprise (business class, thin client, network certified, etc.) line of desktop products, including virtual desktop products, from each of the manufacturers listed below. The desktop computers provided under the contract shall be limited to these manufacturers only, unless the contract is otherwise amended by the state. The contractor must be able to provide desktop computers with Intel and AMD processors, as applicable from the manufacturer, and as requested by the state agency.

- a. Apple
- b. Dell
- c. Hewlett Packard
- d. Lenovo

<b>REVISED VIA BAFO 002</b>
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2.3.3 Portable Computers: The contractor must provide the entire enterprise (business class, network certified, etc.) line of portable products including laptops, notebooks, netbooks, *tablets*, and ruggedized computers, from each of the manufacturers listed below. Portable (including *tablets*) computers acquired from the contractor shall not be acquired with a cellular wireless data plan. Inactivated cellular network cards from the laptop and tablet manufacturers are allowed. The contractor must be able to provide portable computers with Intel and AMD processors, as applicable from the manufacturer, and as requested by the state agency. The portable computers, *except for tablets*, provided under the contract shall be limited to only the manufacturers listed below, unless the contract is otherwise amended by the state. ***Any consolidated Office of Administration (OA) state agency desiring a tablet from a manufacturer not identified herein must first receive approval from the OA Information Technology Services Division (OA-ITSD). The contractor must receive written approval from OA-ITSD before supplying OA state agency tablet requests from manufacturers other than those identified herein:***

<b>REVISED VIA BAFO 001 – Paragraph 2.3.3 c. Deleted; g. &amp; i. Revised via BAFO 002</b>
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- a. Apple;
- b. Dell;
- c. ***(DELETED)***
- d. Hewlett Packard;
- e. Lenovo;
- f. Microsoft;
- g. Motion Computing (*tablets* only);
- h. Panasonic (ruggedized line only);
- i. Samsung (*tablets* only); and
- j. Xplore Technologies (ruggedized line only).

2.3.4 Servers: The contractor must provide the entire enterprise (business class, network certified, etc.) line of server products from each of the manufacturers listed below. The contractor must be able to provide servers with Intel and AMD processors, as applicable from the manufacturer, and as requested by the state agency. The servers provided under the contract shall be limited to only the manufacturers listed below, unless the contract is otherwise amended by the state:

- a. Cisco (only for servers not used for network purposes);
- b. Dell;
- c. Hewlett Packard;

<b>DELETED VIA ADDENDUM 03</b>
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- d. *DELETED*; and
- e. Lenovo.

2.3.5 Printers: The contractor must provide the entire enterprise (business class, network certified, etc.) line of printer products, including multi-functional equipment, from each of the manufacturers listed below. The printers provided under the contract shall be limited to only the following manufacturers listed below, unless the contract is otherwise amended by the state:

- a. Canon;
  - b. Dell;
  - c. Epson;
  - d. Hewlett Packard;
  - e. Kyocera Mita;
  - f. Lexmark;
  - g. Oki Data;
  - h. Sharp (Multifunctional devices only); and
  - i. Xerox.
- Multi-functional printer equipment shall be defined as the following:
    - Multi-function printer equipment shall include an inkjet or laser-printer print engine.
    - Multi-functional printer equipment shall include the function of network printing as the primary function and the functionalities of copying/scanning/faxing (or e-fax) as a convenience.
    - Multi-functional printer equipment shall be self-maintainable with a minimal reliance on vendor maintenance (on-site warranty/extended warranty solutions shall continue to be required and available upon request of the state agency).
    - Once the manufacturers' warranty/extended warranty ends, multi-functional printer equipment maintenance costs shall either be based on (1) a monthly fee, or (2) usage (click charges), or (3) acquisition of self-maintenance kits. The maintenance approach shall be made at the sole discretion of the using state agency.
    - Copier-based or any other multi-function equipment not meeting all of the criteria above shall not be acquired through the contract.

2.3.6 Peripherals/Supplies: The contractor must provide the required and non-mandatory PC-related peripherals and non-mandatory media/supplies specified below in addition to the personal computer components outlined herein. The peripherals offered by the contractor through the contract may be available from various manufacturers, but must be confined to the parameters outlined below.

- a. Required Peripherals: The following peripheral equipment shall be required to be purchased under the contract:
  - 1) Memory Expansion;
  - 2) Monitors (30" screen or below);
  - 3) Portable computer accessories (batteries, docks, and port replicators);
  - 4) PC Components (CPU upgrades, motherboards, graphic cards, and sound cards); and
  - 5) Server Components (racks and cabinets).
- b. Non-mandatory Peripherals: The following is a list of peripheral equipment that state agencies may, but are not required to, purchase under the contract:

<b>REVISED VIA ADDENDUMS 03 AND 05</b>
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- 1) Storage Area Networks (SAN): The contractor must provide the entire enterprise (business class, network certified, etc.) line of storage area network products from each of the manufacturers listed herein. The SANs provided under the contract are limited to the following manufacturers only, unless otherwise revised by the state:
  - Dell;
  - EMC;
  - Hewlett Packard;
  - Hitachi;
  - **IBM**
  - **Lenovo**;
  - NetApp;
  - Sun Storage;
  - Xiotech Corporation;
- 2) PC-Based Drives & Storage (CD drives, DVD drives, internal and external hard drives, floppy drive, etc.);
- 3) PC-Based Input Devices (mice, keyboards, etc.);
- 4) PC-Based NICs;
- 5) Digital Cameras and Camcorders;
- 6) PC-Based Solid State Storage;
- 7) PC-Based Multimedia Equipment (projectors, whiteboards, etc.);
- 8) PC-Based Audio Components (speakers, microphones, headphones, etc.);
- 9) PC-Based Cables and Adaptors (Audio/Video cables, Bluetooth, peripheral cables, USB, etc.);
- 10) PC-Based Plotters;
- 11) PC-Based Power Protection (surge protectors, uninterrupted power supplies, etc.);
- 12) PC-Based Security and Protection Hardware (privacy filter, anti-glare filter, portable computer security lock, etc.);
- 13) PC-Based Video Conferencing Equipment only from brands Tandberg, Polycom, and Bridget;
- 14) Magnetic Tape Backup;
- 15) Modems;
- 16) Monitors (greater than 30"); and
- 17) Scanners.

- c. Non-Mandatory Media/Supplies: The contractor must provide all media and supplies required for operation which include but are not limited to the items identified herein. State agencies may but are not required to purchase these supplies through the contract:

- 1) Recordable Optical Media;
- 2) USB Flash Drive;
- 3) Printer Supplies; and
- 4) Printer Maintenance Kits.

2.3.7 Product Use: All hardware available for use through the contract and as acquired by the state agency shall be utilized in a personal computer environment. Acquisition of midrange and mainframe computers shall not be permitted through this contract. The contractor must work with and report to the Division of Purchasing and a representative named by the State Chief Information Officer of the Office of Administration's Information Technology Services Division to monitor the actual utilization of the contract to confirm whether hardware purchases are consistent with intended scope of contract.

2.3.8 Documentation/Operating Manuals: The contractor must supply, at no additional cost to the state, at least one (1) copy of the standard manufacturer-distributed user documentation and/or operating manual (either hardcopy or electronic version) for all hardware provided.

- 2.3.9 Certifications: If requested by the State of Missouri, the contractor must supply hardware certifications, including FCC Class B Certification, UL Listed, Novell Labs Tested and Approved, etc. These certifications are required only as applicable and available from the manufacturers.
- 2.3.10 Excluded Products: The following items are NOT currently being considered for inclusion in the contract, therefore; the contractor shall be precluded from selling the following items under the contract, unless otherwise revised by the state:
- a. Telecommunications Equipment (including cellular devices, except for inactivated internal cellular network cards provided by the manufacturer);
  - b. Networking Products (other than those listed under Required and Non-Mandatory Peripherals);
  - c. Standalone Copy Machines;
  - d. Copier-Based Multi-Functional Printer/Copier/Scanner/Fax Machines;
  - e. Cellular Wireless Communication Products;
  - f. Standalone Facsimile Machines;
  - g. Microfiche/Microfilm Products;
  - h. Multiplexers;
  - i. Midrange Computer Products;
  - j. Mainframe Computer Products; and
  - k. Kiosk Housing, except for internal PC-based components allowed above.

## 2.4 Software and Software Maintenance:

<b>REVISED VIA ADDENDUM 03</b>
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- 2.4.1 Software Manufacturers: The contractor or its subcontractor must provide the entire PC software product lines from each of the required software manufacturers listed below. The contractor must provide *complete* support (e.g. technical support, etc.) for the identified software. The state reserves the right to revise this list.

Note: "PC software product lines," as defined for purposes of the contract, are all software, upgrades, maintenance, documentation, media, and templates which are widely available in the marketplace from a specific PC software manufacturer.

- a. Required Software: The contractor must provide all the PC software products provided by the software manufacturer as listed below:
  - 1) Adaptive Protocols;
  - 2) Adobe;
  - 3) Advanced Software Products Group, Inc;
  - 4) Bomgar;
  - 5) Citrix Software;
  - 6) ESRI;
  - 7) FireEye;
  - 8) IBM;
  - 9) Lakeside;
  - 10) McAfee;
  - 11) Microsoft;
  - 12) Parallels;
  - 13) RSA;
  - 14) VMware;
  - 15) SAP;
  - 16) SDI USA Inc.; and
  - 17) Symantec.
- b. Volume License Agreement Software: The contractor must provide the entire software product lines for software manufacturers that the State of Missouri has established volume license agreements. The

State of Missouri reserves the right to establish new volume license agreements for software. As identified in Attachment 2, the contractor must assist in establishing the volume agreements between the state and the software manufacturer. The state reserves the right to bid out software products to establish volume license agreements through a separate procurement process if it is deemed to be in the best interest in the state.

- 2.4.2 **Versions:** The contractor must provide the most recent version of all software, unless specified otherwise by the state agency. The most recent version of software shall be considered the newest version announced by, and available from, the software manufacturer at the time of delivery by the contractor.

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- 2.4.3 **Licensing:** The contractor must assist the Information Technology Services Division (ITSD) to implement policies necessary to fulfill the requirements of Executive Order 02-11 which established policies regarding computer software piracy (see [http://www.sos.mo.gov/library/reference/orders/2002/eo02\\_011.asp](http://www.sos.mo.gov/library/reference/orders/2002/eo02_011.asp)). The contractor must assist state agencies with audit and open records requests for information regarding past purchase requests through this contract and during the terms of the contract. *State agencies are permitted to acquire Software-as-a-Service products and their accompanying licensing models.*

**REVISED VIA BAFO 001 – Paragraph 2.4.4 Revised**

- 2.4.4 **Manufacturer-Authorized Software:** The contractor must only provide software packages which are manufacturer-authorized and approved for distribution to the State of Missouri’s using agencies. The software packages must contain, *when available from the manufacturer*, the manufacturer’s user/installation documentation (physical or digital copies are acceptable), except for “media only” software. The contractor must provide registration and licensing documents *when provided* by the manufacturer.
- 2.4.5 **Non-Mandatory Software:** The contractor shall understand and agree, for state agencies’ convenience, acquisitions of PC software and Volume License Agreement Software from manufacturers other than the required software manufacturers’ products listed herein may be made through the contract (if available from the contractor). The contractor shall understand and agree the state reserves the right to procure PC software, especially those for which maintenance will be required in subsequent years, through competitive bid outside of the PC Prime Vendor contract unless extenuating circumstances are documented and approved by the Division of Purchasing.
- a. The contractor shall understand and agree that state agencies may purchase non-mandatory software through the contractor or through the NASPO ValuePoint “Software Value-Added Reseller” contract. (<http://www.naspovaluepoint.org/#/contract-details/69/overview/general>)
- 2.4.6 **Mandatory Software Maintenance:** The contractor must provide for the acquisition of maintenance for all mandatory software ordered through the contract, if requested by the agency. The contractor must make upgrades/fixes/new releases etc. available to state agencies to acquire or for state agencies to acquire at no cost whichever is appropriate per the software manufacturer’s policy for each situation for all mandatory PC software, whenever available, from one of the mandatory software manufacturers' PC software product lines.

**REVISED VIA BAFO 001 – Paragraph 2.4.6 a. Added**

- a. *The contractor should provide the agency written notification ninety (90) calendar days before expiration of software maintenance and licenses acquired through the contract. If the software maintenance and licenses has not been renewed/continued, the contractor should provide written notification to the state agency on the date of expiration.*

**REVISED VIA BAFO 001 – Paragraph 2.4.7 Revised; 2.4.7 a. Added**

- 2.4.7 **Non-Mandatory Software Maintenance:** The contractor *must* provide for the acquisition of maintenance for all software ordered through the contract, if requested by the agency. The contractor *must* make upgrades/fixes/new releases etc. available to state agencies to acquire or for state agencies to acquire at no cost whichever is appropriate per the software manufacturer’s policy for each situation for all non-mandatory

PC software, whenever available, from one of the non-mandatory software manufacturers' PC software product lines.

- a. *In the event the contractor provides non-mandatory software maintenance, the contractor should provide the agency written notification ninety (90) calendar days before expiration of software maintenance and licenses acquired through the contract. If the software maintenance and licenses has not been renewed/continued, the contractor should provide written notification to the state agency on the date of expiration.*

2.4.8 Product Use: The software available for use through the contract and as acquired by the state agency shall be utilized in a personal computer environment. The contractor must work with and report to the Division of Purchasing and a representative named by the State Chief Information Officer of the Office of Administration's Information Technology Services Division to monitor the actual utilization of the contract to confirm whether software purchases are consistent with the intended scope of the contract.

2.4.9 Software Compatibility: In order to ensure the state agency orders and receives software that is compatible with their current environment, the contractor must work with the state agency to confirm the software being ordered is compatible with the state agency's existing environment.

## 2.5 Security Solutions:

2.5.1 The contractor must provide security hardware, software, and services solutions which include the following categories:

- a. Training and Awareness;
- b. Threat Intel;
- c. Firewalls;
- d. Anti-virus;
- e. Intrusion Prevention Systems;
- f. Advanced Malware Protection;
- g. Breach Detection;
- h. Data Loss Prevention;
- i. Web Gateways;
- j. Web Application Firewalls;
- k. Mail Gateways;
- l. Network Access Control;
- m. Denial of Service Protection;
- n. Shadow IT;
- o. Insider Threat;
- p. Security Analytics;
- q. Authentication and Access Management;
- r. Secure Remote Desktop Access;
- s. Network Forensics;
- t. Endpoint Forensics;
- u. Governance, Risk, and Compliance;
- v. Incident Response;
- w. Vulnerability Management; and
- x. Vulnerability Assessments.

2.5.2 State agencies are not required to purchase security solutions through the contract.

2.5.3 If the contractor themselves chooses to be a quoted provider of the specified security service solution, then the contractor must also provide the state agency with at least two quotes from alternate vendors. The state agency may also specify the minimum two alternate vendors, but the contractor may add others if desired. The contractor must provide best effort to obtain the quote for the stated security service solution from the



state agency-provided vendors, or provide in writing the reason why they cannot provide a quote from those vendors. If the state agency requests an alternate vendor be awarded the quoted service, the contractor must provide service from that alternate vendor.

- a. If the contractor chooses to provide a quotation for services where the contractor is competing against the manufacturer or alternate vendors, the contractor must handle quotations from itself and other competitors in an ethical manner which ensures the integrity and fairness of the quotation process.

## 2.6 Manufacturer-Provided Value-Added Services:

<b>REVISED VIA BAFO 001 – Paragraph 2.6.1 and subparagraphs Revised</b>
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- 2.6.1 The contractor must provide for the acquisition, if requested by the state agency, of manufacturer-provided value-added services, either directly through the manufacturer or through manufacturer-authorized entities to meet the varying needs of the state agencies. Services, *when available from the manufacturer*, must include, but are not limited to, warranty, warranty upgrades, service plans, critical systems hardware maintenance, fixed asset tracking, hardware imaging, installation, implementation, technical support, equipment disposal, and training.
- a. Manufacturer Warranty: The contractor must provide the available warranties from the hardware and software manufacturers identified herein. Warranties shall commence upon delivery and acceptance at the state agency facility. The contractor must provide the manufacturer's warranty and maintenance programs. State agencies may, but are not required to, purchase maintenance under the contract.
    - 1) Manufacturer Warranty Upgrades: The contractor must provide for the acquisition of manufacturers' upgrades to the standard warranties for all servers, desktops, portable computers, and printers available.
    - 2) Manufacturer Service Plans: For equipment purchased under the contract and also for equipment less than five (5) years old owned by the state and purchased under prior contract(s), after expiration of applicable warranties, the contractor shall provide for the acquisition of manufacturer service plans for all servers, desktops, portable computers, and printers available.
  - b. Critical Systems Hardware Maintenance: The contractor shall provide for the acquisition, *when available from the manufacturer*, of critical systems maintenance for servers, desktops, portable computers, and printers either from the manufacturer or a manufacturer-authorized third party maintenance provider (if applicable). Critical systems hardware maintenance shall be defined as mission-critical equipment out of warranty (i.e. servers which, if down, would negatively impact the daily operations of the state agency resulting in loss of productivity).
    - 1) The contractor must provide for critical maintenance support minimally in and surrounding the following Missouri cities: Jefferson City, Lee's Summit, Macon, Popular Bluff, Rolla, Springfield, St. Joseph, St. Louis, and Willow Springs. These cities represent the locations of the individual Missouri Highway Patrol troop headquarters, although all agencies in these locations shall have the ability to order critical system maintenance, if necessary. Critical systems maintenance shall include on-site, twenty-four (24)-hour per day, seven (7)-day per week basis (including all state holidays) with a critical fix time. Critical fix time shall be defined as equipment repair occurring within *twenty-four (24)* hours after notification of the problem.
  - c. Fixed Asset Tracking: The contractor must provide for the acquisition, *when available from the manufacturer*, of hardware/software asset tracking services from the manufacturer or a manufacturer-authorized third party provider (if applicable). The contractor must provide the ability to receive information from the manufacturer of those assets, or a manufacturer-authorized third-party provider (if applicable), that the state determines must be tracked. The state will work with the contractor to determine what information is available and how it could be imported into the state's financial system – Statewide Advantage for Missouri II (SAM II).

- d. Hardware Imaging: The contractor must provide, *when available from the manufacturer*, hardware imaging services such as, but not limited to, device imaging, burn-in, custom factory settings, cabling (excluding services requiring prevailing wage), and racking from the manufacturer or a manufacturer-authorized third party provider (if applicable).
- e. Installation/Install Assistance: The contractor must provide, *when available from the manufacturer*, installation services, upon request by the state agency, from the manufacturer or a manufacturer-authorized third party provider (if applicable) for new systems.
  - 1) System Installation/Setup Options: The contractor must provide for the acquisition of manufacturers' system installation/setup options to be used at the discretion of the state agency. The state agency shall specify on the purchase order which of the installation/setup options, if any, are required the contractor to deliver with the specific hardware and/or software ordered.
- f. Implementation Services: The contractor must provide, *when available from the manufacturer*, implementation services provided by the manufacturer and a manufacturer-authorized third party provider (if applicable). Implementation services shall encompass all the processes involved in getting new software or hardware operating properly in its environment, including configuration, integration, running, testing, and making any necessary changes.
- g. Technical Support: The contractor must provide, *when available from the manufacturer*, toll-free telephone and on-line technical support from the manufacturer or a manufacturer-authorized third party provider (if applicable). The contractor's technical staff should be able to assist state agencies at the user level and above, to resolve basic and advanced questions about installation, configuration, and functionality for any product purchased from the contract.

<b>MODIFIED VIA REVISED BAFO 001</b>
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- h. Equipment Disposal: The contractor *should* provide, *when available from the manufacturer and upon the state agency's receipt of a waiver from the Missouri State Agency for Surplus Property (MOSASP), or, if an agency is exempt from the requirement to dispose of equipment through MOSASP*, disposal services for functional and non-functional computer equipment from the manufacturer or a manufacturer-authorized third party provider (if applicable). The State of Missouri does not currently intend to utilize these services for functional equipment however, if the desire does arise in the future, the state reserves the right to obtain the services through the contract.
- i. Software Training: The contractor must provide, *when available from the manufacturer*, manufacturer and manufacturer-authorized third party (if applicable) software training services not available through the State of Missouri's statewide software training contracts. For state agencies' convenience, the software training may be acquired through this contract when not available through the statewide software training contracts.

## 2.7 Contractor-Provided Value-Added Services:

<b>REVISED VIA BAFO 001 – Paragraph 2.7.1 Revised</b>
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- 2.7.1 The contractor must be able to provide for the acquisition, if requested by the state agency, of installation services, implementation services, non-manufacturer warranty/service plans, non-manufacturer installation services, help desk/call center services, technical support, fixed asset tracking, hardware imaging, equipment disposal, training, and solution testing and research services. State agencies are not required to utilize the contract for the contractor-provided value-added services described herein. The contractor may, but is not required to, provide additional appropriate value-added services. The contractor's provided value-added services shall not include consulting services. *All contractor-provided value-added services must be provided for both networked and non-networked devices. The contractor must provide for the acquisition of all contractor-provided value-added services for all mandatory manufacturers identified in the RFP.*

- a. Installation/Install Assistance: The contractor must be able to provide installation services for new systems upon request by the state agency. If the equipment is considered to be user-installable, the contractor must provide installation assistance (e.g. telephone support), if requested, at no additional cost to the state.
  - 1) System Installation/Setup Options: The contractor must be able to provide for the acquisition of manufacturers' system installation/setup options to be used at the discretion of the state agency. The state agency shall specify on the purchase order which of the installation/setup options, if any, are required the contractor to deliver with the specific hardware and/or software ordered.

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- b. Hardware Imaging: The contractor must be able to provide *contractor-provided or third-party provided* hardware imaging services such as, but not limited to, device imaging, burn-in, custom factory settings, cabling (excluding services requiring prevailing wage), and racking.
- c. Implementation Services: The contractor must be able to provide implementation services provided by the contractor or a third party. Implementation services should encompass all the processes involved in getting new software or hardware operating properly in its environment, including configuration, running, testing, and making any necessary changes.
- d. Non-Manufacturer Warranty/Service Plans: The contractor must be able to provide other warranty/service plans, including but not limited to, contractor-provided or third-party provided warranty/service plans which are certified by the manufacturer. Any non-manufacturer warranty/service plans offered should provide similar degree of services to what the manufacturers offer.
  - 1) Maintenance Requests Over the Internet: It is desirable that the contractor provide online requests for maintenance services or warranty services using the Internet.

<b>REVISED VIA BAFO 001 – Paragraph 2.7.1 e. Revised (Some text deleted)</b>
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- e. Non-Manufacturer Installation Services: The contractor shall provide other installation services provided by the contractor or third party which are certified by the manufacturer.
- f. Technical Support: The contractor must be able to provide toll-free telephone and on-line help-desk and technical support, and call center services. The contractor's technical staff should be able to assist state agencies at the user level and above, to resolve basic and advanced questions about installation, configuration, and functionality for any product purchased from the contract.

<b>PARAGRAPH 2.7.1 g. DELETED VIA REVISED BAFO 001</b>
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- g. **DELETED**
- h. Software Training: The contractor must be able to provide contractor or third party software training services not available through the State of Missouri's statewide software training contracts (C212030001-006). For state agencies' convenience, the software training may be acquired through this contract when not available through the statewide software training contracts.
- i. Solution Testing and Research Services: The contractor must be able to provide an environment that provides the ability to design, build, educate, demonstrate, and deploy hardware and software solutions.

2.7.2 If the contractor themselves chooses to be a quoted provider of the specified service, then the contractor must also provide the state agency with at least two quotes from alternate vendors. The state agency may also specify the minimum two alternate vendors, but the contractor may add others if desired. The contractor must provide best effort to obtain the stated service from the state agency-provided vendors, or provide in writing the reason why they cannot provide a service from those vendors. If the state agency then requests

an alternate vendor be awarded the quoted service, then the contractor must provide service from that alternate vendor.

- a. If the contractor chooses to provide a quotation for services where they are competing against the manufacturer or subcontractors, the contractor must handle quotations from itself and other competitors in an ethical manner which ensures the integrity and fairness of the quotation process.

## 2.8 Administrative Support Requirements:

2.8.1 Single Point of Contact: The contractor must function as the single point of contact for the state, regardless of any subcontract arrangement, for all products and services. This includes assuming responsibility and liabilities for all problems relating to any hardware, software, and value-added related services provided.

2.8.2 Delivery: The contractor must deliver the item(s) ordered from the resulting contract, FOB Destination, freight charges prepaid by the contractor, to the agency location specified on the purchase order issued by the state agency. The contractor must facilitate delivery of the product to the state agency's location as specified on the order. All items must be delivered to the state agency's facility (i.e. loading dock, inside of the facility) pursuant to the state agency's request as identified in the quotation and subsequent purchase order.

- a. Expedited Shipping: Normal and reasonable freight charges must be included in the contractor's documented acquisition cost (as defined in paragraph 2.8.5 b.) of all hardware or software purchased, unless the freight charges are a result of the state agency requesting expedited shipping (e.g. overnight, 2<sup>nd</sup> day service, etc.). Any such requests shall be in writing from the state agency.

- 1) The contractor must provide for the removal of equipment from pallets and delivery of equipment within the state facility, upon request of the state agency. The State of Missouri may incur additional charges for the removal of equipment from pallets. Any such additional charges must be included in the contractor's documented acquisition cost (as defined in paragraph 2.8.5 b.). The state agency shall advise the contractor of pallet delivery requirements, upon placement of order(s).

- b. Delivery Timeframes: The contractor must deliver all products within thirty (30) calendar days after the contractor's receipt of a properly authorized purchase order unless the timeframe specified on the website or as quoted to the state agency by the account management team at the time of order indicates otherwise.

- 1) The contractor must notify the state agency of a later delivery date should the actual delivery date exceed that which was previously specified. The state agency must authorize the late delivery, cancel the order, or modify the order to reflect an acceptable product substitution. Any such authorizations shall be in writing.

<b>REVISED VIA BAFO 001 – Paragraph 2.8.2 c. Revised</b>
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- c. Damaged Product: The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional or damaged items to the contractor for replacement. Any product(s) returned to the contractor for replacement shall be delivered to the contractor in accordance with the product return requirements *identified in RFP paragraph 2.8.10 and its sub-paragraphs*.

2.8.3 Account Management: The contractor must provide current product and pricing information to state agencies through an account management team. The contractor shall assign an account management team to the State of Missouri to ensure adequate oversight and ample support in assisting the state agency's needs.

- a. Account Management Team: The account management team must consist of knowledgeable sales specialists who are reasonably available in all locations of the state where the state maintains a presence.

It is highly desirable that sales personnel be located in Jefferson City, Missouri since a major concentration of state offices are in this area.

- b. Specification/Configuration Assistance: The account management team must provide, at no additional cost to the state, specification/configuration assistance for all new systems if requested by the state agency.
- c. Product/Pricing Assistance: The account management team must be able to assist state agencies in obtaining product information, availability, pricing, and answering general questions about product compatibility, usability, etc.
  - 1) In assisting with the research of a product to determine availability, the team shall respond to the state agency with a reasonable product solution within five (5) working days or issue a waiver to the agency.
  - 2) The contractor must send an electronic copy of all sales quotations that are: (1) not associated with the periodic consolidated program described herein and (2) a total quotation price worth \$5,000 or more to an individual designated by the Chief Information Officer's (CIO) office.
- d. Vendor-Neutral Advisor: The account management team must function as a vendor-neutral advisor to state agencies by providing information regarding all manufacturers' products, when requested, thus allowing agencies to choose the most acceptable product or service for the related application or product.
- e. Team Accessibility: The account management team must be accessible by both telephone and e-mail between the hours of 8:00 a.m. and 5:00 p.m. Central Time, Monday through Friday, excluding state holidays.
- f. Contact Information: The contractor must provide contact information for all members of the account management team to the Division of Purchasing. The contact information must be posted on the contractor's website and members of the account management team designated to specific state agencies must be identified as applicable.

<b>REVISED VIA BAFO 001 – Paragraph 2.8.4 Revised</b>
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2.8.4 Price Quotations: The contractor must provide a price quotation for products and services available through the contract when requested by a state agency. The contractor must not issue a waiver (or refuse to provide a quote) for *mandatory hardware and software* acquisitions if they are available to the contractor. If a waiver is given, a reason must be provided in writing.

- a. The contractor must provide the state agency with written acknowledgement of a request for a quote within four (4) business hours. The contractor must provide the state agency with an electronic report regarding the status of any outstanding price quotation requests every eight (8) business hours.

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- b. The price quotation must, at a minimum, include the following information:
  - 1) Price Quotation Number;
  - 2) Contract Number;
  - 3) Requested Product and/or Service Description;
  - 4) Product and/or Service Manufacturer/Provider Name;
  - 5) Product Number;
  - 6) Requested Quantity;
  - 7) Unit Price per Item;
  - 8) Extended Price per Item;
  - 9) Total Price of Quoted Items;
  - 10) Estimated Delivery Timeframe;

- 11) State Agency's Contact Information;
- 12) Contractor's Account Management Team Member's Contact Information Who Provided Price Quotation;
- 13) **DELETED**; and
- 14) Date Price Quotation Was Submitted To State Agency.

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- c. The price quotation must, upon the agencies' request, also include the name, quoted price, estimated delivery date for each of the sources that the contractor received a quote on the state's behalf, ***and date the price quotation was requested by agency.***
- d. The price quotation should be printable on an 8 ½" x 11" sheet of paper.
- e. Purchasing Cards (P-Cards): In the event a state agency wishes to utilize a State of Missouri Purchasing Card (P-Card) to pay for purchases under the contract, the contractor shall accept the P-Card for payment and may charge an additional fee to accommodate the request (see Exhibit A.1.13). Fees associated with the use of P-Cards shall only apply to purchases utilizing P-Cards. The state agency shall inform the contractor at the time that a price quotation is requested if they intend to utilize a P-Card for payment of the subsequent order. The state agency may request a price quotation that includes the use of a P-Card and a price quotation that does not include the use of a P-Card.

2.8.5 **Pricing:** The contractor must provide pricing to the state agencies in accordance with the following requirements:

- a. **Enterprise Pricing:** The contractor must ensure the manufacturers' pricing for all product(s), service(s), and supply order(s) placed by the State of Missouri under the contract is discounted to reflect the State of Missouri's enterprise volume. For example, a State of Missouri order for (5) five personal computers should have significantly lower pricing than an individual or private business order for the same five (5) personal computers. Furthermore, the contractor shall guarantee that the contract prices are the lowest offered to any governmental or commercial consumer under the same terms and conditions, requirements, and specifications. Such lower prices shall apply on all unshipped orders from the date of such offering; any further price reductions which may occur before the products are shipped shall be applied. It shall be the responsibility of the contractor to notify the Division of Purchasing of any price reductions within ten (10) days after issuance, as well as providing a list of undelivered orders as of the effective date of the price change.
- b. **Hardware and Software Pricing (Contractor's Documented Acquisition Cost):** The contractor shall invoice the state agency for all hardware and software provided under the contract based upon the contractor's documented acquisition cost for that product plus the documented acquisition cost multiplied by the applicable percentage over acquisition cost for the appropriate product category stated in the contract. The contractor's documented acquisition cost shall be the actual price paid by the contractor for the product(s) sold and shall be determined at the time of shipment. The contractor shall not invoice the state agency until the contractor receives documentation of the contractor's final documented acquisition cost for the products and/or services.
  - 1) **Standardized Periodic Purchasing Program:** The contractor shall facilitate a volume-based periodic standardized purchasing program that will standardize purchases of hardware (specifically desktop, portable computer, and printer purchases) by the state and maximize the state's cost savings. The State of Missouri will create the standardized configurations that shall be used in the program. State agencies will be given a deadline to submit their estimated quantities they expect to purchase for a specified time period. The contractor shall be responsible for sending the manufacturers the standardized configurations. The manufacturers shall send their pricing to the contractor by the deadline established by the state. The contractor shall serve as the liaison between the state and the manufacturers to resolve any issues or clarifications in regard to the

manufacturers' pricing. The contractor shall provide the State of Missouri with the manufacturer's proposed system unit pricing information.

- 2) All Other Purchases: For all products and supplies not being ordered through the periodic standardized purchasing program outlined above, upon request by the state agencies, the contractor must provide price quotation(s), which state agencies can use to obtain internal approval and prepare authorized purchase orders. Each quotation must include, at a minimum, the information indicated herein.
- c. Manufacturer-Provided Value-Added Services Pricing (Contractor's Documented Acquisition Cost): The contractor shall invoice the state agency for all manufacturer-provided value-added services provided under the contract based upon the contractor's documented acquisition cost for the manufacturer-provided value-added services plus the documented acquisition cost for multiplied by the applicable percentage over acquisition cost for the appropriate category stated in the contract. The contractor's documented acquisition cost shall be the actual price paid by the contractor for the service(s) sold and shall be determined at the time service is performed. The contractor shall not invoice the state agency until the contractor receives documentation of the contractor's final documented acquisition cost for the services.
- d. Educational Discount Pricing: When available from the manufacturer and/or supplier, the contractor must provide additional discounted pricing for State of Missouri public educational institutions. Such pricing must be posted and updated on the contractor's website.
- e. New Pricing Availability: The contractor must provide governmental and educational pricing structures, as soon as they are available to the general public by the software manufacturers.
- f. Contractor-Provided Value-Added Services Pricing: The contractor shall invoice the state agency for all contractor-provided value-added services provided under the contract in accordance with the pricing stated in the contract.

2.8.6 Order Processing: The contractor must process orders in accordance with the following requirements:

- a. Order Information: Except as otherwise specified herein, the state agency shall generate a purchase order based on product quotes obtained from the account management team or through product/pricing information obtained via the contractor's website. The state agency will specify, at a minimum, the following information:
  - 1) Contract Number;
  - 2) Order Number;
  - 3) State Agency Number/Identifier (if applicable);
  - 4) State Agency Contact (agency's name, contact person [two (2) individuals if possible] and phone numbers);
  - 5) Contract Line Item Number;
  - 6) Quantity;
  - 7) Unit price;
  - 8) Delivery Instructions; and
  - 9) Any pertinent information relating to the product(s) and/or services requested (including brand/model, options, and any required services).
- b. Submittal of Order: The contractor must accept orders in hard copy form via mail, fax, e-mail, and electronically through Missouri's MissouriBUYS e-Procurement system.
  - 1) Electronic order placement may currently be utilized by cooperative procurement entities. Authorization to utilize electronic order placement must be given by the individual cooperative procurement entities.

- c. Acknowledgement of Receipt of Order: The contractor must provide written acknowledgement (e-mail or fax) to the state agency within twenty-four (24) hours of the receipt of an authorized purchase order. The contractor must provide documentation to the state agency showing the specific part numbers and quantities ordered for all orders submitted by the contractor to ensure the correct information was provided to the maintenance or software provider.
- 2.8.7 Order Substitutions: The contractor shall not substitute any item(s)/component(s) ordered by a state agency until the contractor: 1) notifies the agency in writing (e-mail is acceptable if the designated contact has an e-mail address, and 2) receives written approval from the state agency to proceed with the substitution.
- a. Substitution Authorization: The State of Missouri reserves the right to accept any proposed substitution offered by the contractor on the order; however, the state agency shall be final authority as to the acceptability of substitutions and reserves the right to accept or reject any substitution.
- b. Substitution Approval Form: The contractor must provide a form for state agencies to use to indicate their approval of a product substitution prior to the contractor's shipment of the substituted goods. This approval may be executed via e-mail, fax, or hardcopy mail/delivery.
- 2.8.8 Packing Slips and Shipping Labels: The contract must provide packing slips and shipping labels in accordance with the following requirements:
- a. Generation of Packing Slips and Shipping Labels: The contractor shall generate a packing slip and shipping label to the ordering agency which includes, at a minimum, the following information.
- 1) Contract Number
  - 2) State's Purchase Order Number
  - 3) State Agency's Ship-to Information from the State's Purchase Order
  - 4) State Agency's Name and Contact Information
  - 5) Open and Shipped Quantities
  - 6) Quantity Ordered
  - 7) Product Serial Number
  - 8) Any pertinent information relating to the product(s) and/or service(s) requested along with any warranty information (including brand/model, options, and any required services)
- 2.8.9 Invoicing: The contractor must invoice in accordance with the following requirements:
- a. Generation of Invoice: The contractor shall generate an invoice to the ordering agency which shall be itemized in accordance with the items listed on the purchase order. The invoice must include, at a minimum, the following information.

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- 1) Contract Number
- 2) State's Purchase Order Number
- 3) State Agency's Name
- 4) Contract Line Item Number(s)
- 5) Quantity
- 6) Unit Price
  - The contractor's invoice should include the price paid by the contractor for the product and/or service purchased on the state's behalf and the price being charged to the state agency that includes the contractor's percentage over the contractor's documented acquisition cost (as defined in paragraphs 2.8.5 b. and 2.8.5 c.).
- 7) Product Serial Number (*As available from the manufacturer*)
- 8) Any pertinent information relating to the product(s) and/or service(s) requested along with any warranty information (including brand/model, options, and any required services)



- b. Payment in Advance: The State of Missouri may make advance deposits/payment for software maintenance (upgrades/new releases/technical support-type agreements) and manufacturers' hardware warranty upgrades only. All other payments, including payments for third-party provided hardware maintenance programs and time and materials maintenance shall be made in arrears.
- c. Submittal of Invoice: The contractor must submit invoices to the ordering agency in hard copy or electronic form, as requested by the agency. The contractor should not submit an invoice to the state agency until after the product has been delivered. The state will not process payment for products and services until the product has been delivered and accepted by the state agency.
  - 1) Electronic invoicing may currently be utilized by cooperative procurement entities. Authorization to utilize electronic invoicing must be given by the individual cooperative procurement entity.
- d. The contractor shall be responsible for all penalties or fees associated with late payments administered by a third-party product or service provider in the event the contractor has delayed the delivery of products or services to the state agency (e.g. reinstatement of software licensing/software maintenance).
- e. The contractor shall transfer ownership of all products and services purchased through the contract to the state agency upon acceptance, including providing this ownership information to the original manufacturer or vendor providing the hardware or software.

2.8.10 Product Returns: The contractor must provide for product returns in accordance with the following requirements:

**REVISED VIA BAFO 001 – Paragraph 2.8.10 and its subparagraph Revised (Some Text Deleted)**

- a. Return Notification: Unless otherwise mutually agreed to in writing by the contractor and the state agency, the return of products shall occur at no cost within thirty (30) calendar days *after* the state agency's initial receipt of the *product in accordance with* the supplier/manufacturer *product return policies. If a product is ordered/received due to contractor error, the contractor shall accept return of the product within thirty (30) calendar days after the state agency's initial receipt of the product whether unopened or opened.* No product may be returned after thirty (30) calendar days without the manufacturer's or supplier's approval. All defective products must be handled through the product warranty plan.
  - 1) The contractor must provide a toll-free number for state agencies to request the return of a product.

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- 2) The contractor may make return *authorizations* available via the *contractor's PC Prime Vendor contract-specific* website.
- b. Return Authorization: The contractor must authorize the return of products in accordance with the requirements described below:
  - 1) The contractor must provide a return authorization number to the requesting state agency.
  - 2) The contractor must provide return-shipping labels to the state agency within five (5) working days of the date the return request was submitted.

**REVISED VIA BAFO 001 – Paragraph 2.8.10 c. Revised**

- c. Return Packaging: *The contractor shall not require the agency to return any products in their original packaging unless required by the manufacturer. Original packaging shall be considered the packaging directly holding the product, not the shipping container.*

- d. Restocking Fees: The state agency shall not be responsible for restocking fees or any other charges and or fees resulting in the return of products purchased as a result of mis-designed systems or improperly ordered components, if the contractor's account management team assumed the role of integrator or consultant for the products ordered. The state agency shall be responsible for reasonable applicable restocking fees in the return of products purchased and returned due to the state agency's ordering error.

**REVISED VIA ADDENDUMS 03, 05, AND BAFO 001 – Primary Paragraph 2.8.11 and subparagraphs e, g, and j**

- 2.8.11 PC Prime Vendor Contract-Specific Website: *For products and services for which a punchout (roundtrip) or state-hosted catalog is not required herein, the contractor must provide a PC Prime Vendor contract-specific website with the following functionalities. The contractor's PC Prime Vendor contract-specific website should go live within 30 days of issuance of notice to proceed.*
- a. The website must minimally provide the capability to search by the following:
- 1) Manufacturer;
  - 2) Model;
  - 3) Part Number; and
  - 4) Part Description.
- b. Product/Pricing Information: The website must provide current product and pricing information for the hardware and software products and services identified in the contract. The information must include, at a minimum, the following:
- 1) Product/Part Number;
  - 2) Product Description;
  - 3) Current End User Price;
  - 4) Expected Delivery Time (in days); and
  - 5) Updates at Least Once Every Twenty-four (24) Hour Period (excluding state holidays and weekends).
- c. Contact Information: The website must provide contact information for the account management team. The information must include, at a minimum, the following:
- 1) Contact Names;
  - 2) Job Titles;
  - 3) Addresses;
  - 4) Telephone Numbers;
  - 5) Fax Numbers;
  - 6) E-mail Addresses; and
  - 7) Designated Team Member to Specific State Agencies and/or Team Member's Area of Expertise.
- d. Contract Procedures: The website must provide information regarding specific contract procedures. The procedures must include, at a minimum, the following:
- 1) Order Process (e.g. how to obtain a price quotation, how/where to send an order, etc.);
  - 2) Escalation/Problem Resolution Process (e.g. how to complete a customer incident report and when a report should/should not be submitted, etc.); and
  - 3) Returns Process (e.g. how and under what conditions a product may be returned).
- e. Special Notifications: The website must include current special notifications (e.g. product recalls, special events, special product promotions, etc.), including an e-mail alert *to state agency staff. State agency staff must have the ability to opt in or out of the alerts.*

- f. Electronic Price Quotations: The website must allow the ability for state agencies to generate an electronic price quotation for products and services available through the contract. The website price quotation must allow the state agency to, at a minimum, perform the following functions:
- 1) Save/retrieve a price quotation using a state agency supplied unique quotation identifier(s). The state agency should be able to save the price quotation as a .pdf document;
  - 2) Modify a previously saved price quotation, including adding additional products, changing product quantity, removing or deleting products, and “refreshing” product prices;
  - 3) Re-save price quotation following modifications; and
  - 4) Print price quotation.
- g. Track/Search Order Status: The website must allow the state agency to be able to track order status and search for open orders. The *website* must allow the state agency to perform the following functions:
- 1) Search for specific orders by purchase order number or state agency;
  - 2) Search using wildcard and only partial purchase order numbers;
  - 3) Open Orders Status: The website must offer a means for providing the status of orders at various stages of fulfillment (i.e. order entry, product shipment, etc.); and
  - 4) Open Orders Over Thirty (30) Calendar Days Status: The website must offer a means for providing the status of open orders greater than thirty (30) calendar days old.
- h. E-mail Notification/Shipping Information: The website must allow the state agency to utilize the manufacturers’ tracking information to track the status of the order from order placement to delivery.
- i. Availability Status of Product: The website must offer a means for providing an estimated time of availability for products currently out of stock, backordered, or currently not available.
- j. Links to Manufacturers’ Websites: The website must provide direct links to *mandatory* manufacturers’ website(s).
- k. Periodic Consolidated Purchasing Program: The website must provide a secure section that will facilitate a volume-based periodic consolidated purchasing program initiated by the state as described herein.
- l. Employee Purchase Website: The website must provide direct links to the employee purchase programs made available by the manufacturers to state employees.

**REVISED VIA BAFO 001 – Paragraphs 2.8.12 a., 2.8.12 d. & e. Revised; Paragraphs 2.8.12 g., h., & i. Added; Paragraph 2.8.12 a. 1) Deleted**

2.8.12 Reports: The contractor must provide reports in accordance with the following requirements:

- a. Sales/Utilization Reports: The contractor must provide quarterly and annual sales/utilization reports electronically to the buyer of record and *to* other groups or committees *when requested and* deemed appropriate by the Division of Purchasing. The state reserves the right to request such utilization reports be produced on a monthly basis as deemed necessary.
- 1) *(DELETED)*

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- 2) An electronic copy of the utilization report must be delivered within ten (10) business days of the date the report is requested by the buyer of record, *unless a longer period of time is agreed to by the buyer.*
- 3) The report must include at a minimum the manufacturer/provider’s name, types of products/services sold by each manufacturer/provider (i.e. hardware, software, training, etc.),

purchaser of product (i.e. agency, cooperative entity, etc.) quantities purchased, and sales totals, from the previous month's contract activity or any period of time longer than one month (i.e. quarterly, annually, etc.).

- 4) The contractor must be able to provide a report, upon request by the Division of Purchasing, which breaks down sales by manufacturer/provider, product/service category (i.e. desktop computer, laptop computer, tablet, software, servers, maintenance, training, etc.), and whether orders were from state agencies or cooperative entities.
- b. Backorder Status Report: The contractor must provide, upon written request from a state agency or the Division of Purchasing, weekly status reports to the state agency regarding backordered products and outstanding orders. The weekly status report must at least include the following information:
- 1) State Agency Name;
  - 2) Backordered Product Brand and Model;
  - 3) Backordered Purchase Order Number(s) affected;
  - 4) Status of Backorder; and
  - 5) Date Contractor Followed Up on Backorder Status with their Source.
- c. Periodic Activity Reports: The contractor must provide, upon written request from a state agency or the Division of Purchasing, periodic activity reports of a state agency's specific purchasing activity.
- 1) The periodic activity reports must be available by state agency, product category (i.e. hardware, software, etc.), manufacturer, part number, purchase order number, date of purchase, number of units purchased, other available descriptors, etc.
- d. Ad-Hoc Reporting Requirements: *The contractor must provide ad hoc reporting to the Division of Purchasing and state agencies. Composition of all ad hoc reports shall be mutually agreed to by the contractor and requesting state agency, including the report's feasibility, content, format, and timeframe for delivery. All costs shall be the responsibility of the contractor.*
- e. Warranty Expiration Notifications: The contractor must provide the state agency with written or electronic notification of hardware systems (i.e. desktops, portable computers, servers, etc.) and printers with *a warranty provided from or through the contractor that is* due to expire during the following quarter. *If the warranty has not been renewed/continued, the contractor should also provide written notification on the date of the warranty expiration.* This notification applies only to systems and printers sold to the State of Missouri by the contractor under the contract. The notification must include, at a minimum:
- 1) Purchase Order Number from Original Equipment Order;
  - 2) Date of Purchase Order;
  - 3) Name and Address of State Agency Placing Original Equipment Order;
  - 4) Date of Warranty Expiration; and
  - 5) Equipment Make, Model, and Serial Number.
- f. Software License Tracking: The contractor must provide, upon written request from a state agency or the Division of Purchasing, the state agency with an electronic report of all software licenses that have been purchased from the contract for the time period requested by the state agency. The report must include, at a minimum:
- 1) Purchase Order Number from Original Software Order;
  - 2) Date of Purchase Order;
  - 3) Name and Address of State Agency Placing Original Equipment Order;
  - 4) Software Make, Model, License Number, and Serial Number; and
  - 5) Number of License(s) Purchased.

- g. **Sunshine Law Reporting:** *When the State of Missouri receives an information request under the State of Missouri Sunshine Law (Chapter 610 RSMo), the contractor shall provide, within 10 business days of the request unless otherwise agreed to by the requesting state agency, any available information requested by the state agency pertaining to the Sunshine Law request.*
- h. **Waiver Request Reporting:** *The contractor shall provide an annual (State of Missouri fiscal year) report to the Division of Purchasing containing the number of waivers issued, a brief description of the reasons the waiver was issued, and the number of days between the date the quote was requested and the waiver was issued. The report shall be due by the last business day of July of each year.*
- i. **Software Maintenance/License Expiration Notifications:** *The contractor must provide the agency written notification at least 90 calendar days before expiration of software maintenance and licenses acquired through the contract. If the software maintenance or license has not been renewed/continued, the contractor should provide written notification to the state agency on the date of expiration.*

<b>REVISED VIA BAFO 001 – Section 2.9 Revised</b>
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**2.9 MissouriBUYS Roundtrip Catalog Site Requirements:**

<b>REVISED VIA ADDENDUM 05</b>
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- 2.9.1 *The contractor must provide, manage, and support roundtrip (often referred to as punchout) catalog site(s) which must be compatible with the MissouriBUYS implementation using the OCI 2.0 or newer (Open Catalog Interface) standard.*

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- a. *The contractor shall have fifteen (15) calendar days from the date of request by the State of Missouri or Perfect Commerce to set-up a schedule with the State of Missouri and Perfect Commerce to begin work towards establishing roundtrip catalog site(s). The contractor's roundtrip catalog site must be fully operational no later than 30 calendar days, unless otherwise approved by the Division of Purchasing, after the Division of Purchasing notifies the vendor to proceed with establishing the roundtrip catalog site.*

**NOTE:** *There is no cost charged to the contractor by Perfect Commerce for integrating roundtrip catalog site(s) with MissouriBUYS.*

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- 2.9.2 *The contractor must display the MissouriBUYS logo on the initial screen of roundtrip catalog site(s). The logo (PNG file) will be provided to the contractor by Perfect Commerce.*
- 2.9.3 *The contractor must display the state's contract number on the initial screen of roundtrip catalog site(s).*
- 2.9.4 *The initial screen of the roundtrip catalog site may include the contractor's logo, a welcome message, and the name and contact information of an account manager, if applicable.*
- 2.9.5 *The contractor must allow MissouriBUYS authorized users to log in through MissouriBUYS to gain access to roundtrip catalog site(s).*
- a. *The contractor must not require MissouriBUYS authorized users to create or enter additional logins, passwords, or accounts to access roundtrip catalog site(s).*
- 2.9.6 *Roundtrip catalog site(s) must allow MissouriBUYS users to shop (search, find, browse, and add products and services to a shopping cart) for all products and services available through the contract.*

- a. *Roundtrip catalog site(s) shall not include products or services that are outside the scope of the contract.*
- 2.9.7 *Roundtrip catalog site(s) must provide current product and pricing information for the products and services identified in the contract. The information must include, at a minimum, the following for each product and service available through the contract roundtrip catalog site(s):*
- a. *Product and Services Part Number, as applicable;*
  - b. *Product and Services Description, as applicable;*
  - c. *Current End User Price;*
- 2.9.8 *Pricing for products and services included in roundtrip site(s) must comply with all pricing requirements in the contract.*
- 2.9.9 *Roundtrip catalog site(s) must minimally provide the capability to search by the following:*
- a. *Manufacturer Name;*
  - b. *Model;*
  - c. *Part Number; and*
  - d. *Product and Services Description, as applicable.*
- 2.9.10 *Once the user completes their shopping, the contractor must allow the user and their shopping cart to return to MissouriBUYS where the information contained in the shopping cart may be used to create order(s).*
- a. *If applicable, the contractor must allow MissouriBUYS users to combine products and services from multiple vendors in a single shopping cart; and*
  - b. *If applicable, roundtrip catalog sites must allow orders for configurable products, commodities, and services to be included in a single shopping cart.*
    - 1) *The contractor may email a separate quote or configuration specification document for configurable products to the MissouriBUYS user which can be attached to a resulting order submitted through MissouriBUYS.*
- 2.9.11 *Roundtrip catalog site(s) must include the following data in the shopping cart, and return said data to MissouriBUYS:*
- a. *Product Description;*
  - b. *Quantity;*
  - c. *Unit of Measure;*
  - d. *Unit Price (value, 6 decimal places, no rounding);*
  - e. *Part Number;*
  - f. *Commodity Code (8 digit (Commodity level) UNSPSC code which is valid for the Item);*
  - g. *Contract Number;*
  - h. *Supplier Name; and*
  - i. *Currency Code (e.g. USD).*
- 2.9.12 *The contractor shall provide punchout (roundtrip) capability for, at a minimum, the following vendors:*
- a. *Apple;*
  - b. *Canon USA;*
  - c. *Dell;*
  - d. *Epson;*
  - e. *Hewlett Packard Company;*

- f. *Lenovo;*
- g. *Microsoft; and*
- h. *Xerox.*

2.9.13 *The contractor shall ensure all products and services available for acquisition via the contractor's roundtrip catalog site(s) are assigned a United Nations Standard Products and Services Code (UNSPSC) at the Commodity (8-digit) level, whether by the manufacturer, a subcontractor, or themselves.*

- a. *The contractor's roundtrip catalog site(s) must utilize UNSPSC codes that are consumable by MissouriBUYS. Perfect Commerce is currently using UNSPSC Version 17. The State of Missouri reserves the right to migrate in the future to subsequent versions of the UNSPSC commodity code. More information can be found at [www.unspsc.org](http://www.unspsc.org).*
- b. *The UNSPSC license agreements for the Division of Purchasing and Perfect Commerce do not permit sharing of the UNSPSC code with contractors. Therefore, the contractor shall be responsible for acquiring the rights to use the UNSPSC code as necessary to meet the requirements in the contract.*
- c. *In the event a contractor's UNSPSC code is not aligned with the State of Missouri's UNSPSC version, the contractor must work with the state to rectify the situation to a mutually agreeable outcome between the contractor and the State of Missouri.*

2.9.14 *State-hosted Catalog Requirements:*

- a. *The contractor must assist the state on an as needed if needed basis to provide applicable data in the Microsoft Excel spreadsheets necessary to create state-hosted catalogs. The data necessary to create state-hosted catalogs is related to the line items identified in the contract and includes but is not necessarily limited to information such as:*
  - 1) *Product Description;*
  - 2) *Quantity;*
  - 3) *Unit of Measure;*
  - 4) *Unit Price (value, 6 decimal places, no rounding);*
  - 5) *Part Number;*
  - 6) *Commodity Code (8 digit UNSPSC code which is valid for the Item);*
  - 7) *Contract Number; and*
  - 8) *Manufacturer Name.*

2.9.15 *Upon request of the Division of Purchasing (Purchasing), the contractor must enter applicable contract data in catalog templates and provide the completed templates to Purchasing.*

## **2.10 Audit Requirements:**

2.10.1 Contractor Audit Requirements: At no additional cost, the contractor shall engage in an annual audit to be performed by an independent Certified Public Accountant (CPA) or CPA firm (hereinafter referred to as "auditor") in accordance with the auditing requirements stated below:

- a. Auditor Requirements:
  - 1) The auditor must currently be licensed (including their principal officers), and in good standing with the Board of Accountancy of the state where the contractor's headquarters are located.
  - 2) The auditor must not currently be under any disciplinary action, whether or not such action prohibits the firm from performing audits.
  - 3) The auditor and assigned personnel must conduct each audit in accordance with Generally Accepted Auditing Standards (GAAS) as promulgated by the American Institute of Certified

Public Accountants and the Governmental Auditing Standards as established by the United States General Accounting Office's Comptroller General.

- b. **Audit Report:** The auditor must provide to the Division of Purchasing an annual written contract audit report detailing the findings of the audit.
- 1) The audit, at a minimum, must involve a thorough review of the contractor's financial accounting system, cost or pricing data, invoices, and the contractor's internal controls.
  - 2) The audit must confirm that the auditor has examined the contractor's records and accounting system and include an assessment of whether the contractor has fully complied with the terms and conditions of the contract.
  - 3) The auditor shall determine an audit sample adequate to provide a ninety-five percent (95%) confidence level that the audit represents the total population of orders, invoices, line items, or other criteria used in the audit. The auditor shall explain in the final written audit report the method used in determining the sample size.
  - 4) Based on the findings of the auditor at the determined confidence level, the auditor shall provide in the report, a management letter reporting findings and conclusions on specific methods, processes, and internal controls which can be improved.
    - Upon request of the state, the contractor shall provide all documentation and working papers that support the final audit report.
    - If contractor deficiencies are discovered through the audit process, this information shall be utilized to determine whether a breach of contract has previously occurred, or is likely to occur in the future.
    - The auditor must submit a copy of the final written audit report to the Office of Administration, Division of Purchasing for each contract term July 1st through June 30th. The audit report shall be received by the following October 31<sup>st</sup>.
- c. **Audit Results:** If it is determined that the contractor has charged prices to state agencies in excess of those agreed to in the contract, the state shall pursue available remedies established under the contract. Any money paid by state agencies that are above that agreed to in the contract shall be immediately returned to the state, in a form acceptable to the overcharged state agency.

2.10.2 **State's Audit Rights:** The contractor shall allow the state to engage in an audit investigation pursuant to the requirements stated below:

- a. **Audit Investigation:** The State of Missouri reserves the right to investigate and/or audit the prices charged by the contractor to state agencies, with or without notice to the contractor, at the state's expense. If it is determined that the contractor has charged prices to state agencies in excess of those agreed to in the contract, the state shall pursue available remedies established under the contract. Any money paid by state agencies that are above that agreed to in the contract shall be immediately returned to the state, in a form acceptable to the overcharged state agency.
- b. **Contractor-Maintained Records:** The contractor shall maintain records and documents of all costs and data in support of the services and products provided under the contract. The State of Missouri or its authorized representative shall have the right to audit the records and documents of the contractor.
  - 1) These provisions for an audit shall give the State of Missouri unlimited access during normal working hours to the contractor's records regarding the contract under the conditions stated above.
  - 2) Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to the State of Missouri for



a period of three (3) years thereafter, at all reasonable times at the office of the contractor but without direct charge to the state, all its records, documents, and other evidence bearing on the costs and expenses of the services and supplies relating to the work hereunder.

- 3) The State of Missouri's right to audit and ensure preservation of records shall terminate at the end of three (3) years as stated herein above. The contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require the same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work. Should the contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to ensure State of Missouri's rights hereunder, the contractor shall be liable to State of Missouri for all reasonable costs, expenses and attorney's fees which the State of Missouri may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to State of Missouri from said persons under this clause. Such audit may be conducted by the State of Missouri or its authorized representative.

## 2.11 Other Performance Requirements:

<b>REVISED VIA ADDENDUM 03</b>
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- 2.11.1 Competitive Market Comparison: *If requested by the Division of Purchasing*, the contractor shall, *at no additional charge to the state*, engage in a competitive market comparison for hardware and software to be performed by an independent research firm, such as the International Data Corporation (IDC), in order to perform a market cost analysis that provides an assessment of whether the state is achieving costs that are competitive in the marketplace. The assessment shall compare the state's pricing under the contract with other states, federal agencies, and private local corporations of similar size and purchasing volume. The independent research firm must submit a copy of the competitive market comparison to the Office of Administration, Division of Purchasing for each contract year July 1st through June 30th. The competitive market comparison shall be received by that following October 31<sup>st</sup>.
- 2.11.2 Contract Oversight: The State of Missouri reserves the right to establish a State of Missouri Oversight Committee. If established, the Oversight Committee shall serve as a forum for revising and/or refining contract provisions and requirements providing changes and refinements which are within the scope of the contract. Such changes will only be considered which provide a clear and compelling benefit to the State of Missouri. The Oversight Committee shall be comprised of representatives from various state agencies including but not limited to the Division of Purchasing and the Information Technology Services Division. The Oversight Committee, if established, shall fulfill the above-mentioned purposes and function as "overseers" of the contract. The contractor shall also be represented as part of this committee, however, in an advisory capacity only. The contractor must participate in this process as a non-voting member and must do so at no additional cost to the State of Missouri.
  - a. The contractor shall be represented by the appropriate manager(s) of the organization and other staff as desired and appropriate. The participating manager(s) shall be fully authorized to act on behalf of the contractor.
  - b. The Buyer of Record from the Division of Purchasing shall function as facilitator and chairperson with the primary purpose to support and focus the efforts of the oversight committee in fulfilling its responsibilities as described herein.
  - c. Oversight Committee Meetings: The oversight committee shall meet at often as deemed necessary by the Division of Purchasing, to review sales and performance reports and monitor contractor performance and overall state agency satisfaction.
- 2.11.3 General Support Requirements:
  - a. Information Technology Fair: The contractor must sponsor an Information Technology Fair in Jefferson City, Missouri at a non-state facility as arranged by the contractor at no cost to the State of Missouri, at

least once a year, to showcase the latest technology available from the manufacturers that are authorized to sell products to the State of Missouri through the contract.

- 1) Products and/or services available under the contract should be demonstrated, and manufacturers should be invited to conduct seminars or workshops for state agencies in attendance.
- b. Technology Update Seminars: The contractor should provide technology update seminars to inform state agencies of industry trends and/or product developments at no additional charge to the State of Missouri.
- c. Evaluation Products: The contractor must offer assistance in obtaining evaluation units of hardware or software products when available from the manufacturers.

## 2.12 Survivability Requirement:

- 2.12.1 The contractor shall understand and agree that the parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract (e.g. maintenance agreements, software licenses, etc.) shall survive such termination, cancellation, rejection, or expiration.

## 2.13 Property of the State

**REVISED VIA BAFO 001 – Paragraph 2.13.1 Revised; Paragraph 2.13.1 a. Added**

- 2.13.1 *Hardware acquired* by the State of Missouri under this contract must be in the State of *Missouri's* name for the purposes of ownership.

- a. *The State of Missouri shall be the named licensee for software acquired by the State of Missouri.*

**END OF SECTION 2**

### 3. CONTRACTUAL REQUIREMENTS

*This section of the RFP includes contractual requirements and provisions that will govern the contract after RFP 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 RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. 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.
  - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
    - 1) The State of Missouri does not negotiate contracts after award.
  - c. 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 the Division of Purchasing 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.

#### 3.2 Contract Period:

<b>REVISED VIA BAFO 001 – Paragraph 3.2.1 Revised</b>
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- 3.2.1 The original contract period shall be Date of Award through **June 30, 2019**. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing shall have the right, at its sole discretion, to renew the contract for three (3) additional one (1) year periods, or any portion thereof. In the event the Division of Purchasing exercises such right, all terms and conditions, requirements and specifications of the contract, including all percentage over the contractor's documented acquisition costs (as required within this RFP), shall remain the same and apply during the renewal period, pursuant to applicable renewal clauses of this document. However, the contractor shall understand and agree that any renewal period increases specified in the proposal are not automatic. If at the time of contract renewal the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

#### 3.3 Contract Extension:

- 3.3.1 In the event of an extended re-procurement effort and the contract's available renewal periods have been exhausted, the Division of Purchasing reserves the right to extend the contract. If exercised, the extension

shall be for a reasonable period of time as mutually agreed to by the state and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

### 3.4 Contract Price:

**REVISED VIA BAFO 001 – Paragraph 3.4.1 Revised**

- 3.4.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. *All prices indicated on the Pricing Page shall include the state's required administrative fee.*

### 3.5 Liability:

- 3.5.1 The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.
- 3.5.2 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. 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.
- 3.5.3 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.
- 3.5.4 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); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

### 3.6 Termination:

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

### 3.7 Payments:

- 3.7.1 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 update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.

- a. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

3.7.2 Payment for all hardware, software and/or services required herein shall be made in arrears with the exception that the State of Missouri may make advance deposits/payment for software subscriptions and maintenance (upgrades/new releases/technical support-type agreements, subscriptions) payments only (if applicable).

### **3.8 Insurance:**

3.8.1 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 any insurance coverage is canceled, the state agency must be notified within thirty (30) calendar days.

### **3.9 Assignment:**

3.9.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Division of Purchasing.

3.9.2 The contractor shall agree and understand that, in the event the Division of Purchasing consents to a financial assignment of the contract in whole or in part to a third party, any payments made by the State of Missouri pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime contractor in accordance with all terms and conditions, requirements and specifications of the contract.

### **3.10 Subcontractors:**

3.10.1 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. 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. 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.

3.10.2 Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo,
- b. shall not henceforth be in such violation, and
- c. 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.

### 3.11 Contractor Status:

- 3.11.1 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 an agency 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.

### 3.12 Performance Security Deposit:

**REVISED VIA ADDENDUM 03**

- 3.12.1 The contractor must furnish a performance security deposit in the form of an original bond issued by a surety company authorized to do business in the State of Missouri (no copy or facsimile is acceptable), check, cash, bank draft, or irrevocable letter of credit to the Office of Administration, Division of Purchasing within thirty (30) days after award of the contract and prior to performance of service under the contract or any installation of equipment. The performance security deposit must be made payable to the State of Missouri in an amount of **\$1,000,000.00**. The contract number and contract period must be specified on the performance security deposit. In the event the Division of Purchasing exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the security deposit for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal, not to exceed the total contract price for the renewal period.

### 3.13 Inventions, Patents, and Copyrights:

- 3.13.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.
- 3.13.2 The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such

product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.

3.13.3 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

### **3.14 Participation by Other Organizations:**

3.14.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

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

**3.15 Confidentiality and Security Documents:**

- 3.15.1 If required by the state agency, 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.

**3.16 Federal Funds Requirement:**

- 3.16.1 The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
- a. the percentage of the total costs of the program or project which will be financed with Federal funds;
  - b. the dollar amount of Federal funds for the project or program; and
  - c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

**3.17 Contractor's Personnel:**

- 3.17.1 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.
- 3.17.2 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.
- 3.17.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 3.17.4 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 the Division of Purchasing the documentation required in the exhibit 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 the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

3.17.5 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.

### **3.18 Transition:**

3.18.1 Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.

3.18.2 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:

- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
- b. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.

### **3.19 Missouri Statewide Contract Quarterly Administrative Fee:**

3.19.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products and services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

3.19.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15<sup>th</sup> calendar day of the month immediately following the end of the calendar quarter, unless the 15<sup>th</sup> is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

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

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

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

3.19.5 Missouri Statewide Contract Quarterly Administrative Fee Report:

- a. The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.
- b. The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15<sup>th</sup> calendar day of the month following the reporting quarter entered on the report, unless the 15<sup>th</sup> is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.
- c. The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment 3. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:
  - **Mail:** Division of Purchasing,  
P.O. Box 809, Jefferson City MO 65102-0809  
OR  
Division of Purchasing,  
301 West High Street, Room 630, Jefferson City, MO 65101-1517
  - **Fax:** (573) 526-9815
  - **Email:** [ereports@oa.mo.gov](mailto:ereports@oa.mo.gov)
- d. The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

**3.20 Missouri Statewide Contract Quarterly Usage Report:**

3.20.1 The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing (Purchasing) which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.

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

- 3.20.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15<sup>th</sup> calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- 3.20.3 The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the “Missouri Statewide Contract Quarterly Usage Report” worksheet included herein in Attachment 4 which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: [ereports@oa.mo.gov](mailto:ereports@oa.mo.gov).
- 3.20.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days’ written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days’ notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

**END OF SECTION 3**

#### 4. PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS:

*This section of the RFP includes information and instructions to the vendor that are integral to submitting a proposal. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the vendor in submitting a proposal.*

##### 4.1 Preparation and Submission of Proposals:

4.1.1 Proposal Organization: In order to provide optimal readability of their proposal by evaluators, vendors are strongly encouraged to organize their proposal as follows:

Signed RFP and RFP Addendum Cover Pages

Table of Contents

Transmittal Letter/Executive Summary

Exhibit A - Pricing (Cost)

Exhibit B - Experience of Organization

Exhibit C - Method of Performance

Exhibit D - Participation from Other Organizations

Exhibit E - Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization

Exhibit F - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions

Exhibit G - Miscellaneous Information

State of Missouri, Terms and Conditions, Request for Proposal

- a. Vendors are strongly encouraged to structure their proposal so that the individual provisions of the exhibit language precede each of the vendor's responses. Vendors are discouraged from referring evaluators to other sections of their proposal to find their response to a particular RFP provision. Poorly organized or responded to proposals may result in reduced subjective evaluation consideration being given.
- b. To facilitate the evaluation process, the vendor is encouraged to organize their proposal into 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 and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The vendor's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
  - 1) Each section should be titled with each individual evaluation category and all material related to that category should be included therein.
  - 2) The proposal should be page numbered.
  - 3) The signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.

4.1.2 On-line Proposal: If a registered vendor is responding electronically through the MissouriBUYS System website, the registered vendor must complete and submit Exhibit A (Pricing Pages) as an attachment to their electronic proposal. The registered vendor should also submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuys.mo.gov/bidboard.html>.

- a. The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.
- b. In addition, a registered vendor may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.
- c. If a registered vendor submits an electronic and hard copy proposal response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.

4.1.3 Hard Copy Proposal: If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the vendor should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

- a. The proposal should be page numbered.
- 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, the vendor is requested to print the proposal 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 proposals may be submitted in a notebook or binder.
- c. Proposal Copies: If the vendor submits a hardcopy proposal, the vendor's proposal should include an original document and eight (8) hard copies. In addition, for each copy provided, the vendor should include at least one (1) complete electronic copy of their proposal in Microsoft compatible format or in .pdf on flash drive(s).
  - 1) The vendor should ensure all copies and all media are identical to the vendor's hardcopy original proposal. When submitting only a hardcopy response, in case of a discrepancy, the original hardcopy proposal document shall govern.
  - 2) The front cover of the original hard copy proposal should be labeled "**original**" and the front cover of all copies should be labeled "**copy**."

4.1.4 Confidentiality and Proprietary Materials:

- a. Pursuant to section 610.021 RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.
- b. The Division of Purchasing is a governmental body under Missouri Sunshine Law (Chapter 610 RSMo). Section 610.011 RSMo requires that all provisions be "liberally construed and their exceptions strictly construed" to promote the public policy that records are open unless otherwise provided by law. Regardless of any claim by a vendor as to material being proprietary and not subject to copying or distribution, or how a vendor characterizes any information provided in its proposal, all material submitted by the vendor in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610 RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld

from any public request submitted to Division of Purchasing after award. Vendors should presume information provided to Division of Purchasing in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law.

- c. In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
  - 1) Vendor's entire proposal;
  - 2) Vendor's pricing;
  - 3) Vendor's proposed method of performance including schedule of events and/or deliverables;
  - 4) Vendor's experience information including customer lists or references;
  - 5) Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see section 610.021 RSMo. Paragraph 15).
- d. In the event that the vendor does submit information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such parts of their proposal must be separated and clearly marked as confidential within the vendor's proposal along with an explanation of what qualifies the 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.
- e. The vendor's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal and return of their proposal at the vendor's expense.

4.1.5 Conciseness/Completeness of Proposal: It is highly desirable that the vendor respond in a complete, but concise manner. It is the vendor's sole responsibility to submit information in their proposals as it relates to the evaluation categories to allow the state to conduct a complete and efficient evaluation. The State of Missouri is under no obligation to solicit such information if it is not included in the vendor's response. The vendor's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Information not relevant to the requirements herein or the vendor's proposed solution should be excluded from the vendor's proposal.

4.1.6 Imaging Ready: Except for any portion of a proposal qualifying as proprietary or confidential as determined by the Division of Purchasing as specified above, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing imaging system. The scanned information will be available for viewing through the Internet from the Division of Purchasing Awarded Bid and Contract Document Search system. Therefore, the vendor is advised not to include any information in the proposal that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers. Also, in preparing a proposal, the vendor should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal and should limit proposal content to items that provide substance, quality of content, and clarity of information.

4.1.7 Compliance with Requirements, Terms and Conditions: Vendors are cautioned that the State of Missouri shall not award a non-compliant proposal. Consequently, any vendor indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions or provisions of the RFP shall be eliminated from further consideration for award unless the state exercises its sole discretion to competitively negotiate the respective proposal(s) and the vendor resolves the noncompliant issue(s).

- 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 RFP and its contractual requirements.
- b. In order to ensure compliance with the RFP, the vendor should indicate agreement that, in the event of conflict between any of the vendor's response and the RFP requirements, terms and conditions, the RFP

shall govern. Taking exception to the state's terms and conditions may render an vendor's proposal unacceptable and remove it from consideration for award.

- 4.1.8 Business Compliance: The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that he/she and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include but may not be limited to:
- a. Registration of business name (if applicable);
  - b. Certificate of authority to transact business/certificate of good standing (if applicable);
  - c. Taxes (e.g., city/county/state/federal);
  - d. State and local certifications (e.g., professions/occupations/activities);
  - e. Licenses and permits (e.g., city/county license, sales permits); and
  - f. Insurance (e.g., worker's compensation/unemployment compensation)
- 4.1.9 No Actions, Suits, or Proceedings: The vendor warrants that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on the vendor's ability to fulfill its obligations under the contract. The vendor further warrants that it will notify the State of Missouri immediately if the vendor becomes aware of any action, suit, or proceeding, pending or threatened, that will have material adverse effect on vendor's ability to fulfill the obligations under the contract.
- 4.1.10 Warranty of Vendor Capability: The vendor warrants that it is financially capable of fulfilling all requirements of the contract, that there are no legal proceedings against it that could threaten performance of the contract, and that the vendor is a validly organized entity that has the authority to enter into the contract. The vendor is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the contract.
- 4.1.11 Question and Answer Conference: After an initial screening process, a question and answer conference or interview may be conducted with the vendor, if deemed necessary by the Division of Purchasing. In addition the vendor may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the vendor's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing.
- 4.1.12 Preprinted Marketing Materials: The vendor may submit preprinted marketing materials with the proposal. However, the vendor is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the vendor. The vendor is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.
- a. It is the vendor's responsibility to provide detailed information about how the item offered meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the vendor should provide detailed information to assure that the product meets the state's mandatory requirements. In the event this information is not submitted with the proposal, the buyer may, but is not required to, seek written clarification from the vendor to provide assurance that the product offered meets specifications.
- 4.1.13 Foreign Vendors: Foreign vendors who do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must complete the appropriate IRS W-8 form (found on the [www.irs.gov](http://www.irs.gov) website) and must attach this completed and signed form when registering on the MissouriBUYS (<https://missouribuys.mo.gov>) website.
- a. When submitting a bid/proposal, bidders/vendors who do not have an IRS Employer Identification Number should attach a note to the front page of their bid/proposal advising the Division of Purchasing

if: (1) a completed and signed W-8 form is included with the bid/proposal or (2) a completed and signed W-8 form is attached to their vendor registration profile on the MissouriBUYS website.

- b. Foreign vendors that have an IRS Employer Identification Number may register as a vendor on the MissouriBUYS (<https://missouribuys.mo.gov>) website by using the IRS Employer Identification Number assigned to their company and attaching a completed and signed IRS W-9 form to their vendor registration profile. (Note: Attaching a completed and signed IRS W-8 form is not necessary.)

**4.2 Evaluation and Award Process:**

4.2.1 After determining that a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

Evaluation Criteria Scoring Category	Maximum Points
Cost	100
Product Type: Desktop Computers.....	20 Points
Product Type: Portable Computers.....	15 Points
Product Type: Servers.....	8 Points
Product Type: Printers.....	8 Points
Product Type: Peripherals.....	8 Points
Product Type: Microsoft Software.....	15 Points
Product Type: All Other Software.....	10 Points
Product Type: Manufacturer-Provided Value-Added Services.....	5 Points
Product Type: Contractor-Provided Value-Added Services.....	3 Points
State of Missouri Purchasing Card (P-Card) Usage Fee.....	8 Points
Experience of Organization	40
Method of Performance	50
MBE/WBE Participation Commitment	10
<b>TOTAL</b>	<b>200</b>

4.2.2 Competitive Negotiation of Proposals: The vendor is advised that under the provisions of this Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All vendors involved in the negotiation process will be invited to submit a best and final offer.
- c. Terms, conditions, prices, methodology, or other features of the vendor’s proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.



- d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing determines that a change in such requirements is in the best interest of the State of Missouri.

4.2.3 The State of Missouri intends to make one contract award to the lowest and best proposal for the provision of all services provided herein.

<b>REVISED VIA BAFO 001 – Paragraph 4.2.4 Added</b>
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4.2.4 *Missouri Statewide Contract Quarterly Administrative Fee Payment:*

- a. *The vendor's pricing stated herein shall include all applicable costs associated with the provision of the products/services specified herein, including but not limited to payment of the required administrative fee specified in section 3.19 of the RFP.*

**4.3 Evaluation of Cost:**

4.3.1 The vendor must provide pricing on Exhibit A, section A.1 through A.1.13 for all products and services required herein. A partial solution proposal shall not be acceptable.

4.3.2 The vendor must respond to section A.1 of Exhibit A with a firm, fixed percentage over the contractor's documented acquisition costs (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) applicable for each of the product categories and total purchase levels specified. Percentages shall not vary between manufacturers or between product types within product categories. All firm, fixed percentages over the contractor's documented acquisition costs (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) quoted shall be firm, fixed for the duration of the contract, including renewal periods if exercised by the state.

4.3.3 The vendor must respond with the contractor's documented acquisition costs (as defined in paragraph 2.8.5 b. and 2.8.5 c.) for all products on the configuration requirements worksheets specified in section A.1.1 through A.1.13 of Exhibit A.

<b>REVISED VIA REVISED BAFO 002 AND BAFO 003</b>
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- a. All of the contractor's documented acquisition costs (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) stated on the configuration requirements worksheets shall be used for evaluation purposes only. The documented acquisition costs (as defined in paragraph 2.8.5 b. and 2.8.5 c.) quoted on the configuration requirements worksheets shall be obtained from manufacturers'/*distributors'* pricing provided to the vendor and dated between the RFP issue date and the RFP due date. *If requested by the Division of Purchasing, the vendor may be required to submit new manufacturer/distributor quotations dated between the most recent BAFO's issue date and the due date of that BAFO.*

- b. All cost information must be VERIFIABLE CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS (as defined in paragraph 2.8.5 b. and 2.8.5 c.). Therefore, the vendor must provide written documentation of stated acquisition costs (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) from their suppliers for each price and quantity breakdown submitted (e.g. copies of quotes, invoices, or other confirmable documentation provided by the suppliers).

4.3.4 Unless stated herein, the state shall assume absolutely no other costs exist to satisfy the RFP's requirements.

4.3.5 The cost evaluation for Desktop Computers, Portable Computers, Printers, and Peripherals shall be completed as follows:

- a. Step One: The contractor's documented acquisition unit cost submitted by the vendor for each of the products specified on the associated configuration requirements worksheets shall be multiplied by the quantity of units identified on the associated configuration requirements worksheets to establish the total price of an order before the percentages over the contractor's documented acquisition cost for

acquisitions through state-hosted catalogs, through punchout catalogs, and through quotation requests are applied.

- b. Step Two: The vendor's state-hosted catalog, punchout catalogs, and quotation request percentages over the contractor's documented acquisition cost (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) submitted in response to A.1 of Exhibit A shall be applied to the total price of the order to establish the markup price. That markup price shall then be added to the total price from Step One in order to establish the price that would be paid by the State of Missouri for the order.
- c. Step Three: The state's total cost for each product specified on the configuration requirements worksheets included in the same product type shall be added together to determine the state's total cost for each product type (e.g. all desktop computers total costs will be added together). If there are multiple configurations for a given product type (e.g. desktop, business user and desktop, power user), the total for each configuration will be added together to determine the state's total cost for that product type.
- d. Step Four: The total cost for each product type shall be inputted into the formulas specified in paragraph 4.3.10 to determine the cost points assigned by product type.
- e. Step Five: The cost evaluation points will be computed by adding the cost evaluation points calculated for each product type utilizing the formulas in paragraph 4.3.10.

4.3.6 The cost evaluation for Servers shall be completed as follows:

- a. Step One: The contractor's documented acquisition unit cost submitted by the vendor for each of the products specified on the associated configuration requirements worksheets shall be multiplied by the quantity of units identified on the associated configuration requirements worksheets to establish the total price of an order before the percentages over the contractor's documented acquisition cost for acquisitions through punchout catalogs and through quotation requests are applied.
- b. Step Two: The vendor's punchout catalogs and quotation request percentages over the contractor's documented acquisition cost (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) submitted in response to A.1 of Exhibit A shall be applied to the total price of the order to establish the markup price. That markup price shall then be added to the total price from Step One in order to establish the price that would be paid by the State of Missouri for the order.
- c. Step Three: The state's total cost for each product specified on the configuration requirements worksheets included in the same product type shall be added together to determine the state's total cost for each product type (e.g. all servers total costs will be added together). If there are multiple configurations for a given product type (e.g. desktop, business user and desktop, power user), the total for each configuration will be added together to determine the state's total cost for that product type.
- d. Step Four: The total cost for each product type shall be inputted into the formulas specified in paragraph 4.3.10 to determine the cost points assigned by product type.
- e. Step Five: The cost evaluation points will be computed by adding the cost evaluation points calculated for each product type utilizing the formulas in paragraph 4.3.10.

4.3.7 The cost evaluation for Microsoft Software, All Other Software, and Manufacturer-Provided Value-Added Services shall be completed as follows:

- a. Step One: The contractor's documented acquisition unit cost submitted by the vendor for each of the products specified on the associated configuration requirements worksheets shall be multiplied by the quantity of units identified on the associated configuration requirements worksheets to establish the total price of an order before the percentage over the contractor's documented acquisition cost is applied.

- b. Step Two: The vendor’s percentage over the contractor’s documented acquisition cost (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) submitted in response to A.1 of Exhibit A shall be applied to the total price of the order to establish the markup price. That markup price shall then be added to the total price from Step One in order to establish the price that would be paid by the State of Missouri for the order.
- c. Step Three: The state’s total cost for each product specified on the configuration requirements worksheets included in the same product type shall be added together to determine the state’s total cost for each product type (e.g. all desktop total costs will be added together). If there are multiple configurations for a given product type (e.g. desktop, business user and desktop, power user), the total for each configuration will be added together to determine the state’s total cost for that product type.
- d. Step Four: The total cost for each product type shall be inputted into the formulas specified in paragraph 4.3.10 to determine the cost points assigned by product type.
- e. Step Five: The cost evaluation points will be computed by adding the cost evaluation points calculated for each product type utilizing the formulas in paragraph 4.3.10.

4.3.8 The cost evaluation for Contractor-Provided Value-Added Services shall be completed as follows:

- a. Step One: The contractor’s submitted Contractor-Provided Value-Added Services percentage shall be applied to \$1,000,000.00 (estimated annual Contractor-Provided Value-Added Services sales volume).
- b. Step Two: The state’s total cost for Contractor-Provided Value-Added Services shall be determined by taking the amount calculated in Step One and adding \$1,000,000.00.
- c. Step Three: The total cost for Contractor-Provided Value-Added Services shall be inputted into the formulas specified in paragraph 4.3.10 to determine the cost points assigned by product type.
- d. Step Four: The total cost for Contractor-Provided Value-Added Services evaluation points will be computed by adding the cost evaluation points calculated for each product type utilizing the formulas in paragraph 4.3.10.

4.3.9 The cost evaluation for the State of Missouri Purchasing Card (P-Card) Usage Fee shall be completed as follows:

- a. Step One: The contractor’s submitted P-Card Usage Fee percentage shall be applied to \$5,000,000.00 (estimated annual P-Card sales volume).
- b. Step Two: The state’s total cost for the State of Missouri P-Card Usage Fee shall be determined by taking the amount calculated in Step One and adding \$5,000,000.00.
- c. Step Three: The total cost for the State of Missouri P-Card Usage Fee shall be inputted into the formulas specified in paragraph 4.3.10 to determine the cost points assigned by product type.
- d. Step Four: The total cost for the State of Missouri P-Card Usage Fee evaluation points will be computed by adding the cost evaluation points calculated for each product type utilizing the formulas in paragraph 4.3.10.

4.3.10 Cost evaluation points shall be determined by product type from the result of the calculation stated above using the following formulas:

<b>Desktops Computers Cost Evaluation Points</b>				
$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}}$	x	Maximum Cost Points (20)	=	Cost Evaluation Points

<b>Portable Computers Cost Evaluation Points</b>				
$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}}$	x	Maximum Cost Points (15)	=	Cost Evaluation Points

<b>Servers Cost Evaluation Points</b>				
$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}}$	x	Maximum Cost Points (8)	=	Cost Evaluation Points

<b>Printers Cost Evaluation Points</b>				
$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}}$	x	Maximum Cost Points (8)	=	Cost Evaluation Points

<b>Peripherals Cost Evaluation Points</b>				
$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}}$	x	Maximum Cost Points (8)	=	Cost Evaluation Points

<b>Microsoft Software Cost Evaluation Points</b>				
$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}}$	x	Maximum Cost Points (15)	=	Cost Evaluation Points

<b>All Other Software Cost Evaluation Points</b>				
$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}}$	x	Maximum Cost Points (10)	=	Cost Evaluation Points

<b>Manufacturer-Provided Value-Added Services Cost Evaluation Points</b>				
$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}}$	x	Maximum Cost Points (5)	=	Cost Evaluation Points

<b>Contractor-Provided Value-Added Services Cost Evaluation Points</b>				
$\frac{\text{Lowest Responsive Vendor's Percentage}}{\text{Compared Vendor's Percentage}}$	x	Maximum Cost Points (3)	=	Cost Evaluation Points

<b>State of Missouri Purchasing Card (P-Card) Usage Fee</b>				
$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}}$	x	Maximum Cost Points (8)	=	Cost Evaluation Points

**4.4 Evaluation of Experience of Organization:**

4.4.1 Experience of the vendor’s organization will be considered subjectively in the evaluation process. Therefore, the vendor should complete Exhibit B with information concerning the vendor’s organization and information documenting the vendor’s experience in past performances, especially those performances related to the requirements of this RFP.

**4.5 Evaluation of Method of Performance:**

4.5.1 Proposals will be subjectively evaluated based on the vendor’s plan for performing the requirements of the RFP. Therefore, the vendor should present information in Exhibit C which demonstrates the method or manner in which the vendor proposes to satisfy these requirements and which confirms the vendor’s ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

- a. The State of Missouri reserves the right to subjectively evaluate the availability of contractor-provided value added services beyond that which is required in in paragraph 2.7.

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

4.6.1 In order for the Division of Purchasing (Purchasing) to meet the provisions of Executive Order 05-30, the vendor should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

- a. These targets can be met by a qualified MBE/WBE vendor themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the vendor’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c. In order to be considered as meeting these targets, the MBE/WBEs must be “qualified” by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

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

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

4.6.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$\frac{\text{Vendor's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}}$	x	Maximum MBE/WBE Participation Evaluation points (10)	=	Assigned MBE/WBE Participation points
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4.6.4 If the vendor is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the vendor must provide the following information with the proposal.

- a. Participation Commitment - If the vendor is proposing MBE/WBE participation, the vendor must complete Exhibit D, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor must include the vendor in the appropriate table on the Participation Commitment Form.
- b. Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit D, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein. (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO.)

NOTE: If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor is not required to complete Exhibit D, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

4.6.5 Commitment – If the vendor’s proposal is awarded, the percentage level of MBE/WBE participation committed to by the vendor on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.

4.6.6 Definition -- Qualified MBE/WBE:

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.
- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

4.6.7 Resources - A listing of several resources that are available to assist vendors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity  
 Harry S Truman Bldg., Room 630  
 P.O. Box 809  
 Jefferson City, MO 65102-0809  
 Phone: (877) 259-2963 or (573) 751-8130  
 Fax: (573) 522-8078  
 Web site: <http://o eo.mo.gov>

**4.7 Preference for Organizations for the Blind and Sheltered Workshops/Service-Disabled Veteran Business Enterprises (SDVEs):**

4.7.1 Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit

organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:

- 1) The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- 2) The services performed or the products provided by the 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 is utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) 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 following information with the proposal:
  - Participation Commitment - The vendor must complete Exhibit D, 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 proposal is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.
  - Participation Commitment - The vendor must complete Exhibit D, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.
  - Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit D, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the 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 proposal is an organization for the blind or sheltered workshop, the vendor is not required to complete Exhibit D, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

b. A list of Missouri sheltered workshops can be found at the following internet address:

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

c. The websites for the Missouri Lighthouse for the Blind and the Alphonse Association for the Blind can be found at the following internet addresses:

<http://www.lhbindustries.com>

<http://www.alphapointe.org>

- d. Commitment – If the vendor’s proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.

4.7.2 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (Purchasing) 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.

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

- 1) The vendor must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
- 2) The services performed or the products provided by the 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.
- 3) In order to receive evaluation consideration for participation by an SDVE, the vendor must provide the following information with the proposal:
  - Participation Commitment - The vendor must complete Exhibit D, 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 proposal is a qualified SDVE, the vendor must be listed in the appropriate table on the Participation Commitment Form.
  - Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit D, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the SDVE or a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the 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.
  - Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past five (5) years to Purchasing, the vendor must provide the following Service-Disabled Veteran (SDV) documents:
    - ✓ a copy of the SDV’s award letter from the Department of Veterans Affairs or a copy of the SDV’s discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
    - ✓ a copy of the SDV’s documentation certifying disability by the appropriate federal agency responsible for the administration of veterans’ affairs.

NOTE:

- a) If the vendor submitting the proposal 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 D, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- b) If the SDVE and SDV are listed on the following Internet address, the vendor is not required to provide the SDV Documents listed above.

<http://oa.mo.gov/purchasing/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information>

- b. Commitment – If awarded a contract, the SDVE participation committed to by the vendor on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.
- c. Definition - Qualified SDVE:
- 1) 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;
  - 2) 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;
  - 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;
  - 4) SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
  - 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

#### **4.8 Miscellaneous Submittal Requirements:**

- 4.8.1 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" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), 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 E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit E must be submitted prior to an award of a contract.
- 4.8.2 Debarment Certification: The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The vendor should complete and return the attached certification regarding debarment, etc., Exhibit F with their proposal. This document must be satisfactorily completed prior to award of the contract.
- 4.8.3 Miscellaneous Information: The vendor should complete and submit Exhibit G, Miscellaneous Information.
- a. If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the vendor MUST disclose such fact and provide relevant details in response to Exhibit G. In providing a response, the vendor should review Executive Order 04-09 (see the following web link: [http://www.sos.mo.gov/library/reference/orders/2004/eo04\\_009.asp](http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp)) and provide adequate explanation of any offshore (outside the United States) product/service provided or performed

that meets or can be justified pursuant to exception conditions described in Section 4 of the Executive Order.

4.8.4 Vendors as Employees: Vendors who are employees of the State of Missouri, a member of the Missouri General Assembly or a statewide elected official should complete, sign and return Exhibit G with their proposal. This document must be satisfactorily completed prior to award of the contract.

4.8.5 The vendor’s proposal, including firm, fixed percentages, shall be remain valid until the contract is awarded or the RFP is cancelled.

**4.9 Proposal Submittal Checklist:**

4.9.1 The following checklist is provided to assist the vendor in completing his/her proposal. The vendor is encouraged to utilize this checklist before submitting the proposal. It is the vendor’s sole responsibility to ensure that all mandatory requirements are met and that his/her proposal including all exhibits are properly completed and submitted with the proposal.

No.	<b>Description</b> – <i>while not all documents/items listed below are mandatory in submitting a responsive proposal, failure to provide adequate information to completely address the specified evaluation criteria will at least result in minimal subjective consideration and may result in rejection of the vendor’s proposal.</i>	<b>Complete?</b> (√)
1.	Complete and sign all addendums (if applicable) and original RFP.	
2.	Provide firm, fixed percentages and pricing on Exhibit A – Pricing Pages.	
3.	Complete Exhibit B – Experience of Organization.	
4.	Complete Exhibit C – Method of Performance.	
5.	If applicable, complete Exhibit D.1 – Participation from Other Organizations for any M/WBE, Organization for the Blind, Sheltered Workshop, and/or SDVE proposed.	
6.	If applicable, complete Exhibit D.2 – Documentation of Intent to Participate, identifying each M/WBE, Organization for the Blind, Sheltered Workshop, and/or SDVE proposed.	
7.	If applicable, clearly state M/WBE, Organization for the Blind, Sheltered Workshop, and/or SDVE participation % of Total Value of Contract (or for Blind/Sheltered Workshops, Total Dollar Amount or Participation %) on Exhibit D.1 and D.2.	
8.	If applicable, receive authorized signature on Exhibit D.1 and D.2 from every M/WBE, Organization for the Blind, Sheltered Workshop, and/or SDVE committed to providing products/services under the RFP.	
9.	Complete and sign Exhibit E – Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization (be sure to complete and return all required documents and affidavit (if required)).	
10.	Complete Exhibit F – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions.	
11.	Complete and sign Exhibit G – Miscellaneous Information, Outside United information, Conflict of Interests, and Contact Information.	
12.	If applicable, clearly mark, separate, and seal proprietary or confidential information.	
<i>If submitting a hardcopy proposal, please include eight (8) copies of proposal with the original proposal clearly marked as “Original”</i>		

**NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE VENDOR'S PROPOSAL.**

**END OF SECTION 4**

**EXHIBIT A  
PRICING PAGES**

**A.1 REQUIRED PRODUCTS AND SERVICES PRICING:**

The vendor shall complete the following pricing table by stating the firm, fixed percentage over the CONTRACTOR’S DOCUMENTED ACTUAL ACQUISITION COST (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) as applicable to each category. The firm, fixed percentage over the CONTRACTOR’S DOCUMENTED ACTUAL ACQUISITION COST (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) shall apply to all products and services available in the product category. The total purchase cost shall consist of a single order of items in the same product category listed below. Percentages shall not vary between manufacturers within product categories. All percentages quoted shall be firm, fixed for the duration of the contract. The use of State of Missouri Purchasing Cards (P-Cards) shall have no impact on the vendor’s firm, fixed percentage over the CONTRACTOR’S DOCUMENTED ACTUAL ACQUISITION COST (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) for products and services.

CATEGORY DESCRIPTION	PERCENTAGE OVER CONTRACTOR’S DOCUMENTED ACQUISITION COST FOR:		
	ACQUISITIONS THROUGH STATE-HOSTED CATALOGS	ACQUISITIONS THROUGH PUNCHOUT CATALOGS	ACQUISITIONS THROUGH QUOTATION REQUEST
Category 1: Desktop Computers, Portable Computers, Peripherals, and Printers	%	%	%

CATEGORY DESCRIPTION	PERCENTAGE OVER CONTRACTOR’S DOCUMENTED ACQUISITION COST FOR:	
	ACQUISITIONS THROUGH PUNCHOUT CATALOGS	ACQUISITIONS THROUGH QUOTATION REQUEST
Category 2: Servers	%	%

CATEGORY DESCRIPTION	PERCENTAGE OVER CONTRACTOR’S DOCUMENTED ACQUISITION COST
Category 3: Software and Software Maintenance (excluding Microsoft)	%
Category 4: Microsoft Software and Maintenance	%
Category 5: Manufacturer-Provided Value Added Services (Including but not limited to warranty, warranty upgrades, critical systems hardware maintenance, fixed asset tracking, hardware imaging, installation, implementation, technical support, equipment disposal, and software training)	%
Category 6: Contractor-Provided Value Added Services (Including but not limited to installation, hardware imaging, implementation, warranty/service plans, technical support, equipment disposal, software training, and solution testing and research services)	%

**REVISED VIA ADDENDUM 03, BAFO 002, REVISED BAFO 002, BAFO 003, AND BAFO 004**

**EXHIBIT A-SECTION A.1.1**

**PRODUCT CATEGORY: 1 (Desktop Computers, Portable Computers, Peripherals, and Printers)**  
**PRODUCT TYPE: DESKTOP COMPUTERS**  
**CONFIGURATION: DESKTOP CONFIGURATION 1**

The vendor must provide the CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) for each of the products below based upon the minimum system specifications/requirements and quantity breakdown specified below. The vendor's CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) quoted on the Configuration Requirements Worksheets shall include the vendor's cost provided by the manufacturer and dated between the RFP issue date and the RFP closing date.

All cost information must be verifiable CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS (as defined in paragraphs 2.8.5 b. and 2.8.5 c.). Therefore, the vendor must provide written documentation of stated CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) from their suppliers for each price and quantity breakdown submitted (e.g. copies of quotes or invoices).

<b>Brand</b>	<b>Model</b>	<b>Quantity of Units Per Order</b>	<b>Documented Acquisition Unit Cost</b>	<b>Quote Number</b>
Dell	Optiplex 5050	1	\$	
HP	ProDesk 600 G3	1	\$	
Lenovo	ThinkCentre M710S	1	\$	

**Minimum System Specifications/Requirements:**

**Case:** *Small Form Factor Chassis*

**General:** Corporate Class PC with 12-month image stability with tool-less case

**CPU:** *Intel Quad core i5*

**Memory:** 8GB, Non-ECC, 1600MHz DDR3; **Hard Disk:** 500GB 7200RPM SATA

*DELETED VIA BAFO 002*

**Video:** Integrated video

*DELETED VIA BAFO 002*

**Optical Drive:** DVD-ROM

**Sound:** Integrated ; **Speaker:** Internal

**Operating System:** Microsoft Windows 10 Professional, current service pack, with media and the ability to downgrade.

**System Warranty:** 3 years, On-site, Next Business day, parts and labor

**Delivery:** Delivery shall be F.O.B. Destination to a secure inside location and included in the base price.

*DELETED VIA BAFO 002*

<b>REVISED VIA ADDENDUM 03, BAFO 002, REVISED BAFO 002, AND BAFO 004</b>				
<b>EXHIBIT A-SECTION A.1.2</b>				
<b>PRODUCT CATEGORY: 1 (Desktop Computers, Portable Computers, Peripherals, and Printers)</b>				
<b>PRODUCT TYPE: DESKTOP COMPUTERS</b>				
<b>CONFIGURATION: DESKTOP CONFIGURATION 2</b>				
The vendor must provide the <u>CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS</u> (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) for each of the products below based upon the minimum system specifications/requirements and quantity breakdown specified below. The vendor's <u>CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS</u> (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) quoted on the Configuration Requirements Worksheets shall include the vendor's cost provided by the manufacturer and dated between the RFP issue date and the RFP closing date.				
All cost information must be verifiable <u>CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS</u> (as defined in paragraphs 2.8.5 b. and 2.8.5 c.). Therefore, the vendor must provide written documentation of stated <u>CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS</u> (as defined in paragraphs 2.8.5 .b and 2.8.5 c.) from their suppliers for each price and quantity breakdown submitted (e.g. copies of quotes or invoices).				
<b>Brand</b>	<b>Model</b>	<b>Quantity of Units Per Order</b>	<b>Documented Acquisition Unit Cost</b>	<b>Quote Number</b>
Dell	Optiplex 7050	5	\$	
HP	ProDesk 600 G3	5	\$	
Lenovo	ThinkCentre M710S	5	\$	
<b><u>Minimum System Specifications/Requirements:</u></b>				
<b>Case: Small Form Factor Chassis</b>				
<b>General:</b> Corporate Class PC with 12-month image stability with tool-less case				
<b>CPU:</b> Intel Quad Core i7				
<b>Memory:</b> 8GB, Non-ECC,1066MHz DDR3; <b>Hard Disk:</b> 500GB SATA 3.0Gb/s				
<b>DELETED VIA BAFO 002</b>				
<b>Video:</b> Integrated video				
<b>DELETED VIA BAFO 002</b>				
<b>Optical Drive:</b> DVD-RW				
<b>Sound:</b> Integrated ; <b>Speaker:</b> Internal				
<b>Operating System:</b> Microsoft Windows 10 Professional, current service pack, with media and the ability to downgrade.				
<b>System Warranty:</b> 3 years, On-site, Next Business day, parts and labor				
<b>Delivery:</b> Delivery shall be F.O.B. Destination to a secure inside location and included in the base price.				
<b>DELETED VIA BAFO 002</b>				

<b>REVISED VIA ADDENDUM 03, BAFO 002, BAFO 003, REV. BAFO 003, and BAFO 004</b>				
<b>EXHIBIT A-SECTION A.1.3</b>				
<b>PRODUCT CATEGORY: 1 (Desktop Computers, Portable Computers, Peripherals, and Printers)</b>				
<b>PRODUCT TYPE: PORTABLE COMPUTERS</b>				
<b>CONFIGURATION: LAPTOP CONFIGURATION 1</b>				
<p>The vendor must provide the <u>CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS</u> (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) for each of the products below based upon the minimum system specifications/requirements and quantity breakdown specified below. The vendor's <u>CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS</u> (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) quoted on the Configuration Requirements Worksheets shall include the vendor's cost provided by the manufacturer and dated between the RFP issue date and the RFP closing date.</p>				
<p>All cost information must be verifiable <u>CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS</u> (as defined in paragraphs 2.8.5 b. and 2.8.5 c.). Therefore, the vendor must provide written documentation of stated <u>CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS</u> (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) from their suppliers for each price and quantity breakdown submitted (e.g. copies of quotes or invoices).</p>				
Brand	Model	Quantity of Units Per Order	Documented Acquisition Unit Cost	Quote Number
Dell	Latitude <b>5480</b>	5	\$	
HP	Probook 640 <b>G3</b>	5	\$	
Lenovo	<b>ThinkPad L470</b>	5	\$	
<b><u>Minimum System Specifications/Requirements:</u></b>				
<b>General:</b> Corporate Class PC with 12-month image stability				
<b>Screen Size:</b> 14" Display				
<b>CPU:</b> <i>Intel i5 Processor</i>				
<b>Memory:</b> 8 GB PC3-10600 1333MHz DDR3; <b>Hard Disk:</b> 160GB, 5400RPM				
<i>DELETED VIA BAFO 002</i>				
<b>Sound Card:</b> Integrated; <b>Video Card:</b> Integrated				
<i>DELETED VIA BAFO 004</i>				
<i>DELETED VIA BAFO 002</i>				
<i>DELETED VIA BAFO 002</i>				
<b>Integrated Wireless Solution 802.11 b/g/n; Standard Battery</b>				
<b>Operating System:</b> Microsoft Windows 10 Professional, current service pack, with media and the ability to downgrade.				
<b>System Warranty:</b> 3 years, On-site, Next Business day, parts and labor;				
<b>Delivery:</b> Delivery shall be F.O.B. Destination to a secure inside location and included in the base price.				
<i>DELETED VIA BAFO 002</i>				

**REVISED VIA ADDENDUM 03, BAFO 002, BAFO 003, REV. BAFO 003, and BAFO 004**

**EXHIBIT A-SECTION A.1.4**

**PRODUCT CATEGORY: 1 (Desktop Computers, Portable Computers, Peripherals, and Printers)**

**PRODUCT TYPE: PORTABLE COMPUTERS**

**CONFIGURATION: LAPTOP CONFIGURATION 2**

The vendor must provide the CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) for each of the products below based upon the minimum system specifications/requirements and quantity breakdown specified below. The vendor's CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) quoted on the Configuration Requirements Worksheets shall include the vendor's cost provided by the manufacturer and dated between the RFP issue date and the RFP closing date.

All cost information must be verifiable CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS (as defined in paragraphs 2.8.5 b. and 2.8.5 c.). Therefore, the vendor must provide written documentation of stated CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) from their suppliers for each price and quantity breakdown submitted (e.g. copies of quotes or invoices).

<b>Brand</b>	<b>Model</b>	<b>Quantity of Units Per Order</b>	<b>Documented Acquisition Unit Cost</b>	<b>Quote Number</b>
Dell	Latitude <i>5580</i>	5	\$	
HP	Probook 650 <i>G3</i>	5	\$	
Lenovo	<i>ThinkPad T570</i>	5	\$	

**Minimum System Specifications/Requirements:**

**General:** Corporate Class PC with 12-month image stability

**Screen Size:** 15" Display

**CPU:** *Intel i7 Processor*

**Memory:** 8 GB PC3-10600 1333MHz DDR3; **Hard Disk:** 160GB, 5400RPM

***DELETED VIA BAFO 002***

**Sound Card:** Integrated; **Video Card:** Integrated

***DELETED VIA BAFO 004***

***DELETED VIA BAFO 002***

***DELETED VIA BAFO 002***

**Integrated Wireless Solution 802.11 b/g/n; Standard Battery**

**Operating System:** Windows 10 Professional, current service pack, with media and the ability to downgrade.

**System Warranty:** 3 years, On-site, Next Business day, parts and labor;

**Delivery:** Delivery shall be F.O.B. Destination to a secure inside location and included in the base price.

***DELETED VIA BAFO 002***



<b>REVISED VIA ADDENDUMS 03, 05, BAFO 001, BAFO 003, AND REV. BAFO 004</b>				
<b>EXHIBIT A-SECTION A.1.5</b>				
<b>PRODUCT CATEGORY: 1 (Desktop Computers, Portable Computers, Peripherals, and Printers)</b>				
<b>PRODUCT TYPE: PERIPHERALS</b>				
<b>CONFIGURATION: PERIPHERALS</b>				
<p>The vendor must provide the <u>CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS</u> (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) for each of the products below based upon the minimum system specifications/requirements and quantity breakdown specified below. The vendor's <u>CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS</u> (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) quoted on the Configuration Requirements Worksheets shall include the vendor's cost provided by the manufacturer and dated between the RFP issue date and the RFP closing date.</p> <p>All cost information must be verifiable <u>CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS</u> (as defined in paragraphs 2.8.5 b. and 2.8.5 c.). Therefore, the vendor must provide written documentation of stated <u>CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS</u> (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) from their suppliers for each price and quantity breakdown submitted (e.g. copies of quotes or invoices).</p>				
<b>Description</b>	<b>Part #</b>	<b>Quantity of Units Per Order</b>	<b>Documented Acquisition Unit Cost</b>	<b>Quote Number</b>
Dell - 20" LCD Flat-Panel Widescreen Monitor (Height Adjustable Stand) with 3 yr. warranty purchased with desktop or portable computer	<i>P2017H</i>	5	\$	
HP - 20" LCD Flat-Panel Widescreen Monitor (Height Adjustable Stand) with <b>4 yr.</b> warranty purchased with desktop or portable computer	M1F41AA	5	\$	
Lenovo – <b>19.5"</b> LED Flat-Panel Widescreen Monitor (Height Adjustable Stand) with 3 yr. warranty purchased with desktop and portable computer	T2054P	5	\$	
<i>APC Smart-UPS SRT 5000VA RM - UPS (rack-mountable) - AC 208V - 4 kW - 5000 VA - Ethernet 10/100</i>	<i>SRT5KXLT</i>	5	\$	
<b>DELETED VIA ADDENDUM 03</b>				
Epson PowerLite 965H LCD Projector - HDTV - 4:3 PROJ XGA 4:3 USB 6.4LB 240V	V11H682020	5	\$	

**REVISED VIA ADDENDUM 03, BAFO 002, and BAFO 004**

**EXHIBIT A-SECTION A.1.6**

**PRODUCT CATEGORY: 1 (Desktop Computers, Portable Computers, Peripherals, and Printers)**

**PRODUCT TYPE: PRINTERS**

**CONFIGURATION: WORKGROUP LASER MONOCHROME PRINTER**

The vendor must provide the CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) for each of the products below based upon the minimum system specifications/requirements and quantity breakdown specified below. The vendor's CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) quoted on the Configuration Requirements Worksheets shall include the vendor's cost provided by the manufacturer and dated between the RFP issue date and the RFP closing date.

All cost information must be verifiable CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS (as defined in paragraphs 2.8.5 b. and 2.8.5 c.). Therefore, the vendor must provide written documentation of stated CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) from their suppliers for each price and quantity breakdown submitted (e.g. copies of quotes or invoices).

<b>Brand</b>	<b>Model</b>	<b>Quantity of Units Per Order</b>	<b>Documented Acquisition Unit Cost</b>	<b>Quote Number</b>
Dell	B3460DN	5	\$	
HP	<i>LaserJet M506DN</i>	5	\$	
Lexmark	MS610dn	5	\$	
Xerox	3610DN	5	\$	

**Minimum System Specifications/Requirements:**

**Printing Technology:** Laser

**Color or Monochrome:** Monochrome

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*DELETED VIA BAFO 002*

**Input Trays:** 1 minimum, 250-sheet capacity; **Output Trays:** 1 minimum; **Manual Feed:** 1 tray

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*DELETED VIA BAFO 002*

*DELETED VIA BAFO 004*

*DELETED VIA BAFO 004*

<b>Standard Warranty:</b> One year, advance exchange, parts and labor.	
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	<i>DELETED VIA BAFO 002</i>
	<i>DELETED VIA BAFO 002</i>
	<i>DELETED VIA BAFO 002</i>

<b>REVISED VIA ADDENDUM 03, BAFO 002, and BAFO 004</b>				
<b>EXHIBIT A-SECTION A.1.7</b>				
<b>PRODUCT CATEGORY: 1 (Desktop Computers, Portable Computers, Peripherals, and Printers)</b>				
<b>PRODUCT TYPE: PRINTERS</b>				
<b>CONFIGURATION: DESKTOP LASER MONOCHROME PRINTER</b>				
<p>The vendor must provide the <u>CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS</u> (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) for each of the products below based upon the minimum system specifications/requirements and quantity breakdown specified below. The vendor's <u>CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS</u> (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) quoted on the Configuration Requirements Worksheets shall include the vendor's cost provided by the manufacturer and dated between the RFP issue date and the RFP closing date.</p>				
<p>All cost information must be verifiable <u>CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS</u> (as defined in paragraphs 2.8.5 b. and 2.8.5 c.). Therefore, the vendor must provide written documentation of stated <u>CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS</u> (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) from their suppliers for each price and quantity breakdown submitted (e.g. copies of quotes or invoices).</p>				
Brand	Model	Quantity of Units Per Order	Documented Acquisition Unit Cost	Quote Number
Dell	E310DW	5	\$	
HP	LaserJet Pro 400 M402	5	\$	
Lexmark	MS312dn - Part # 35S0060	5	\$	
Xerox	Phaser 3260DNI	5	\$	
<b><u>Minimum System Specifications/Requirements:</u></b>				
<b>Printing Technology:</b> Laser				
<b>Color or Monochrome:</b> Monochrome				
<i>DELETED VIA BAFO 002</i>				
<i>DELETED VIA BAFO 002</i>				
<i>DELETED VIA BAFO 002</i>				
<i>DELETED VIA BAFO 002</i>				
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<i>DELETED VIA BAFO 002</i>				
<i>DELETED VIA BAFO 004</i>				
<i>DELETED VIA BAFO 004</i>				
<b>Standard Warranty:</b> 90-day, off-site, parts and labor.				
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	<i>DELETED VIA BAFO 002</i>

**REVISED VIA ADDENDUM 03, BAFO 002, AND BAFO 003**

**EXHIBIT A-SECTION A.1.8**  
**PRODUCT CATEGORY: 2 (Servers)**  
**PRODUCT TYPE: SERVERS**  
**CONFIGURATION: SERVERS**

The vendor must provide the CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) for each of the products below based upon the minimum system specifications/requirements and quantity breakdown specified below. The vendor's CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) quoted on the Configuration Requirements Worksheets shall include the vendor's cost provided by the manufacturer and dated between the RFP issue date and the RFP closing date.

All cost information must be verifiable CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS (as defined in paragraphs 2.8.5 b. and 2.8.5 c.). Therefore, the vendor must provide written documentation of stated CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) from their suppliers for each price and quantity breakdown submitted (e.g. copies of quotes or invoices).

<b>Brand</b>	<b>Model</b>	<b>Quantity of Units Per Order</b>	<b>Documented Acquisition Unit Cost</b>	<b>Quote Number</b>
Dell	PowerEdge R430	5	\$	
HP	<i>ProLiant DL160 Generation 9</i>	5	\$	
<i>Lenovo</i>	<i>X3550 M5</i>	5	\$	

**Minimum System Specifications/Requirements:**

**Case:** Tool-less, *1u rack mounted* general purpose server

**CPU:** *Intel® Xeon® E5-2620 v4, 2.1Ghz, 20M Cache, Turbo, HT, 2133MHz Max Mem*

**Memory:** *HP and Lenovo: 2 – 8G DDR4 2400MHz;*

*Dell: 2 – 8G DDR4 2400MTs;*

**Hard Disk:** *300GB HDD 15k*

*DELETED VIA BAFO 002*

**NIC:** Integrated 10/100/1000 Ethernet, WOL

*DELETED VIA BAFO 002*

**Redundant Power Supply:** yes

**Warranty:** 3 years, On-site, Next Business day, parts and labor

*DELETED VIA BAFO 002*

**Delivery:** Delivery shall be F.O.B. Destination to a secure inside location and included in the base price.

**REVISED VIA ADDENDUM 05, 06, BAFO 001, BAFO 002, AND BAFO 003****EXHIBIT A-SECTION A.1.9****PRODUCT CATEGORY: 3 (Software and Software Maintenance-excluding Microsoft)****PRODUCT TYPE: ALL OTHER SOFTWARE****CONFIGURATION: NON-MICROSOFT SOFTWARE**

The vendor must provide the CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) for each of the products below based upon the minimum system specifications/requirements and quantity breakdown specified below. The vendor's CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) quoted on the Configuration Requirements Worksheets shall include the vendor's cost provided by the manufacturer and dated between the RFP issue date and the RFP closing date.

All cost information must be verifiable CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS (as defined in paragraphs 2.8.5 b. and 2.8.5 c.). Therefore, the vendor must provide written documentation of stated CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) from their suppliers for each price and quantity breakdown submitted (e.g. copies of quotes or invoices).

<b>Part #</b>	<b>Description</b>	<b>Quantity of Units Per Order</b>	<b>Documented Acquisition Unit Cost</b>	<b>Quote Number</b>
<b><i>EBRA0005</i></b>	Trend Micro Enterprise Security for Endpoints Standard - Maintenance (renewal) ( 1 year ) - 1 user - EDU, volume, local, state, non-profit - 1001-2000 licenses - Linux, Win, NW	5	\$	
877-002314	Novell Open Workgroup Suite - Priority Maintenance (1 year) - 1 user - MLA, VLA - electronic - NW	5	\$	
<b><i>D55W8LL</i></b>	IBM WebSphere Application Server - License + 1 Year Software Maintenance - 1 value unit - Passport Advantage Express - Linux, Win, AIX, HP-UX, Solaris	5	\$	
<b><i>65280374AC02A00</i></b>	Adobe Acrobat Pro 10 MP Media D (including software license)	5	\$	

REVISED VIA BAFO 001, BAFO 002, BAFO 003, and BAFO 004					
EXHIBIT A-SECTION A.1.10					
PRODUCT CATEGORY: 4 (Microsoft Software and Maintenance)					
PRODUCT TYPE: MICROSOFT SOFTWARE					
CONFIGURATION: MICROSOFT SOFTWARE					
<p>The vendor must provide the <u>CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS</u> (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) for each of the products below based upon the minimum system specifications/requirements and quantity breakdown specified below. The vendor's <u>CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS</u> (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) quoted on the Configuration Requirements Worksheets shall include the vendor's cost provided by the manufacturer and dated between the RFP issue date and the RFP closing date.</p> <p>All cost information must be verifiable <u>CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS</u> (as defined in paragraphs 2.8.5 b. and 2.8.5 c.). Therefore, the vendor must provide written documentation of stated <u>CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS</u> (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) from their suppliers for each price and quantity breakdown submitted (e.g. copies of quotes or invoices).</p>					
Part #	Description	Level	Quantity of Units Per Order	Documented Acquisition Unit Cost	Quote Number
KV3-00356	Microsoft Windows 10 Professional - W/ Microsoft Desktop Optimization Pack - upgrade & software assurance - 1 PC - EDU, Platform - Enterprise - All Languages - WINENT ALNG UpgrdSAPk MVL Pltfrm	Enterprise -D	5	\$	
76A-00010	Microsoft Enterprise CAL Suite - Software assurance – 1 user CAL - Platform - Enterprise - All Languages - EntCAL ALNG LicSAPk MVL Pltfrm UsrCAL wSrvcs	Enterprise -D	5	\$	
269-12445	Microsoft Office Professional Plus - Software assurance - 1 PC - Enterprise - Win - All Languages– <i>Single Year</i> Price With Platform Discount. - OfficeProPlus ALNG LicSAPk MVL Pltfrm	Enterprise -D	5	\$	
7JQ-00353	Microsoft SQL Server Enterprise Edition - Software assurance - 2 core licenses - Select - Win - English– Three Year Lump Sum Price With Platform Discount. - SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	Select - D	5	\$	
7NQ-00300	Microsoft SQL Standard Edition - 2 core licenses - <i>2016 version</i> – Three Year Lump Sum Price With Platform Discount. - SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	Select -D	5	\$	



REVISED VIA BAFO 001 AND BAFO 003				
EXHIBIT A-SECTION A.1.11				
<b>PRODUCT CATEGORY: 5 (Manufacturer-Provided Value Added Services)</b> <b>PRODUCT TYPE: MANUFACTURER-PROVIDED VALUE ADDED SERVICES</b> <b>CONFIGURATION: MANUFACTURER-PROVIDED VALUE ADDED SERVICES</b>				
<p>The vendor must provide the <u>CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS</u> (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) for each of the products below based upon the minimum system specifications/requirements and quantity breakdown specified below. The vendor's <u>CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS</u> (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) quoted on the Configuration Requirements Worksheets shall include the vendor's cost provided by the manufacturer and dated between the RFP issue date and the RFP closing date.</p> <p>All cost information must be verifiable <u>CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS</u> (as defined in paragraphs 2.8.5 b. and 2.8.5 c.). Therefore, the vendor must provide written documentation of stated <u>CONTRACTOR'S DOCUMENTED ACTUAL ACQUISITION COSTS</u> (as defined in paragraphs 2.8.5 b. and 2.8.5 c.) from their suppliers for each price and quantity breakdown submitted (e.g. copies of quotes or invoices).</p>				
Description	Part #	Quantity of Units Per Order	Documented Acquisition Unit Cost	Quote Number
Dell - Additional One Year, On-Site, Next Business day, Parts and Labor Warranty for Dell <i>Optiplex 5050</i>		5	\$	
HP - Additional One Year, On-Site, Next Business day, Parts and Labor Warranty for a <i>HP ProDesk 600 G3 with i5 processor</i>		5	\$	
Lenovo - Additional One Year, On-Site, Next Business day, Parts and Labor Warranty for <i>ThinkCentre M910</i>		5	\$	
Dell Asset Tagging with Electronic Inventory Reporting + Image Load Management + LCD Asset Tag for <i>Optiplex 5050</i>		5	\$	
HP - Asset Tagging with Electronic Inventory Reporting + Image Load Management + LCD Asset Tag for a <i>HP ProDesk 600 G3 with i5 processor</i>		5	\$	

<b>DELETED VIA BAFO 002</b>
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**A.1.12 DELETED**

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**A.1.13 STATE OF MISSOURI PURCHASING CARD (P-CARD) USAGE FEE**

<p>The vendor shall identify below the firm, fixed additional percentage markup over the percentage markup over the contractor's acquisition cost that shall apply to purchases made through the contract in the event the state agency wishes to utilize a State of Missouri Purchasing Card (P-Card). The vendor's additional percentage markup over the percentage markup over the contractor's acquisition cost when a state agency utilizes a P-Card for payments. P-Card usage shall include all merchant fees passed on by the purchasing card contractor and any other fees associated with the use of a P-Card. It shall be at the state agency's sole discretion whether to purchase products and supplies through the contract with the use of P-Card.</p>	
<b>DESCRIPTION</b>	<b>PERCENTAGE OVER CONTRACTOR'S ACQUISITION COST</b>
Vendor's State of Missouri Purchasing Card Usage Fee	%

## EXHIBIT B EXPERIENCE OF ORGANIZATION

The evaluation of the vendor's experience shall be subjective based on the ability of the vendor to perform the requirements stated herein. Therefore, the vendor should present detailed information regarding the organization's experience. The following information should be provided by the vendor in order to assist the State of Missouri in evaluation of the vendor's experience. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

### B.1 EXPERIENCE:

1. The vendor should describe any previous/current contract experiences of a similar nature and complexity in scope, responsibility, and technologies involved as what is described in this RFP. The vendor should indicate whether the vendor provides similar solutions to state governments.
2. Describe the nature of the vendor's business, type of services performed, etc.
3. The vendor should describe the history of the company. The vendor should indicate the number of years its firm has been providing similar type services.
4. The vendor should describe previous project experiences of a similar nature and complexity in scope, responsibility and technologies involved. These project summaries should be limited to no more than one page per project.

<b>ADDED VIA ADDENDUM 03</b>
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5. *The vendor should describe if they have provided similar services for other governmental entities of a similar size and scope to that required herein. If so, the vendor should describe the nature of the services provides, the size of the entity, length of time they provided those services to that entity, and any other pertinent information.*

<b>REVISED VIA BAFO 001 – Paragraphs 6. &amp; 7. Added</b>
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6. *The vendor should describe their experience in providing roundtrip catalog sites similar in scope to the site required by this RFP (e.g. utilizing OCI 2.0 or newer standard).*
7. *The vendor should include information regarding the length of time the vendor has provided roundtrip catalog sites and the number of roundtrip catalog sites the vendor currently provides and manages which are similar in scope to the site required by this RFP (e.g. utilizing OCI 2.0 or newer standard).*

### B.2 REFERENCES:

1. The vendor should provide reference contact information (name, role in project, phone, and e-mail). Please verify correct e-mail address prior to submitting) for the projects described pursuant to the above in order to allow the evaluators to verify the information. Utilizing the table below (or in a similar format), the vendor should provide references that may be contacted. In addition, the vendor should provide references that may be contacted for any/each subcontractor that the vendor proposes to utilize to meet the requirements of the RFP. Please clearly indicate which references are for subcontractor(s). Please make sure the contact information, including the email addresses, are current, correct and available for reference contact.

<b>REVISED VIA BAFO 001</b>
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The evaluator's inability to contact a reference due to incorrect or inaccurate reference information or failure of the reference contact person to respond *may* be considered an invalid reference.

REFERENCE	
<b>Contracting Agency/Entity Client Name:</b>	
<b>Contact Name:</b>	
<b>Contact Title:</b>	
<b>Description of Role / Responsibility the above contact person had in referenced contract work:</b>	
<b>Contact Phone Number:</b>	
<b>Contact Email Address:</b> *please verify accuracy of email address*	
<b>Applicable Dates of Contract Work (Start and End Dates)</b>	
<b>Dollar Value of Services</b>	
<b>Description of Role / Responsibility in referenced contract work:</b>	

**REVISED VIA BAFO 001 – Paragraph 2. Added**

2. *References for Roundtrip Catalog Sites: In the table below or in a similar manner, the vendor should provide up to three (3) references for the vendor and up to three (3) references for each of the vendor's subcontractor's, if applicable, for customers utilizing roundtrip catalog sites similar to that proposed to meet the requirements of this RFP. The vendor should provide the customer name, contact name, contact email address, contact phone number, length of time roundtrip catalog sites have been in use, the number of products available via the roundtrip catalog sites, and the name of the eProcurement system used for each reference provided. The vendor should verify accurate contact information prior to submitting for the projects described pursuant to the above in order to allow the evaluators to verify.*

*Please make sure the contact information, including the email addresses, are current and correct for all references. The evaluator's inability to contact a reference due to incorrect or inaccurate reference information or failure of the reference contact person to respond may be considered an invalid reference.*

<i>Customer Name</i>	<i>Contact Name</i>	<i>Contact Email Address</i>	<i>Contact Phone</i>	<i>Length of Time Site In Use</i>	<i>Number of Products Available via the Roundtrip Catalog Site</i>	<i>Name of eProcurement System Used by Customer</i>

**B.3 FINANCIAL/PERSONNEL RESOURCES:**

1. The vendor should provide information that documents the depth and number of resources (i.e., financial, supplies, facilities, infrastructure, and human resources) to ensure completion of all RFP requirements. The vendor should document how sufficient resources will be provided to the State of Missouri.
2. The vendor should describe any other companies and organizations that are strategic partners or alliances. Explain what benefit(s) the agency will receive from these alliances and/or partners as it

relates to the provision of the required system and services described herein. Vendor should disclose any corporate affiliations regarding other service organization affiliations, etc.

3. The vendor should indicate whether there is currently and within the past twelve months any legal actions, suits, or proceeding, pending or threatened against the vendor's organization. Explain any such legal circumstances that could potentially affect the contractor's performance required within the RFP. For any subcontractors proposed, the same information should be provided for each subcontractor's organization.

**NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE VENDOR'S PROPOSAL.**

## EXHIBIT C METHOD OF PERFORMANCE

The evaluation of the vendor's proposed method of performance shall be subjective based on the requirements stated herein. Therefore, the vendor should present detailed information regarding the proposed method of performance. The State of Missouri reserves the right to use this information, including information gained from any other source, in the overall evaluation process.

It is the vendor's responsibility to make sure all services proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the services proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

### C.1 METHOD OF PERFORMANCE:

1. The vendor should describe their proposed solution and services, particularly how it accommodates the scope of work in Section 2 of this RFP. It is recommended that the vendor insert their response immediately following each RFP paragraph/requirement.

<b>ADDED VIA ADDENDUM 03</b>
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2. *The vendor should describe the method they have of assisting end users in determining the total cost of ownership for products and services acquired through the contract.*

Please Note: A simple "yes, no, or compliant" response may not fulfill this description request. The vendor should describe how the requirements will be fulfilled by the proposed solution and services.

<b>REVISED VIA BAFO 001 – Paragraph 3. and its subparagraph Added</b>
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3. *The vendor should identify the number of calendar days before expiration that the vendor will notify the agency of the expiration of the software maintenance and/or licenses acquired through the contract. The vendor should describe this process/procedure (ref. paragraphs 2.4.6 a. and 2.8.12 i.).*
  - a. *The vendor should identify if written notice will be provided at the date of expiration for software maintenance and/or licenses that have not been renewed/continued. If so, the vendor should describe this process/procedure.*

### C.2 SOURCING METHODOLOGIES:

1. The vendor should describe all relationships that they and/or their subcontractor(s) have with the required manufacturers. Description should include whether they are currently an authorized reseller. If yes, vendor should indicate how long they have been authorized. If no, vendor should provide documentation from the manufacturer(s) indicating that authorization will be granted upon award of contract. The vendor should also describe any type of partnerships or preferred supplier designations from the manufacturer(s) that will translate to lower costs available to the State of Missouri. The vendor's description should include information supporting the vendor's ability to provide competitive pricing, timely product availability, etc.
2. The vendor should clearly identify all subcontractors and the functions they will serve in regard to the contract.

<b>ADDED VIA ADDENDUM 03</b>
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3. *The vendor should describe how they will handle cooperative entities who will utilize the contract. Will there be an account executive assigned for cooperative entities? How will vendor communicate to cooperative entities the availability of the contract?*

4. *The vendor should describe the sourcing strategies that would provide opportunities for lower prices for products and services available through the contract.*

### **C.3 EPROCUREMENT CATALOG INTEGRATION CAPABILITIES:**

1. The vendor should fully describe the website proposed to meet the requirements in Section 2 of the RFP.
2. The vendor should describe its capability to integrate its website and ability of its subcontractors to work with the State of Missouri to integrate e-Procurement catalogs through either state-hosted catalog(s) or punchout catalogs.

<b>ADDED VIA ADDENDUM 05</b>
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3. *The vendor should describe their ability to meet the website requirements of paragraph 2.8.11 and its subparagraphs.*

<b>ADDED VIA ADDENDUM 05</b>
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4. *The vendor should indicate the length of time they propose is necessary to go-live with their PC Prime Vendor contract-specific website.*

<b>ADDED VIA BAFO 001 (Paragraphs 5. – 11.)</b>
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5. *The vendor should describe their roundtrip catalog site processes. If available, the vendor should provide a link to an example of their roundtrip catalog site along with log-in/password information.*
6. *The vendor should explain how they will ensure MissouriBUYS users can only access, through the vendor's roundtrip catalog site(s), products and services included in the contract.*
7. *The vendor should explain how the vendor will ensure prices for products and services available through the roundtrip catalog site(s) comply with all pricing requirements in the contract.*
8. *The vendor should explain how their roundtrip catalog site(s) will allow MissouriBUYS users to obtain pricing for configurable products.*
9. *The vendor should state below the version number of the UNSPSC code that will be utilized in the vendor's roundtrip catalog site for products and services available through the contract (ref. paragraph 2.9.13).*

*UNSPSC Version # \_\_\_\_\_*

10. *The vendor should describe their plan for utilizing newer versions of the UNSPSC code as they are implemented in MissouriBUYS.*
11. *The vendor should describe their plan to resolve any situation(s) where there is a conflict related to the vendor using a different UNSPSC version than the version being used by the State of Missouri's eProcurement contractor.*

### **C.4 EXPERTISE OF PERSONNEL:**

1. The vendor should provide detailed information about the experience and qualifications, including any applicable certifications, of the personnel proposed for each personnel classification provided in response to the RFP and identify whether the staff is that of the contractor or subcontractor.
  - a. The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the State of Missouri.

2. The vendor should provide previous work assignments of the proposed personnel that are similar to the work they will be responsible for under the subsequent contract.
3. If personnel are not yet named, the vendor should provide:
  - a. Detailed descriptions of the required employment qualifications; and
  - b. Detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

(Copy and complete this table for each key person proposed)

<b>Title of Position:</b> _____	
<b>Name of Person:</b>	
Educational Degree (s): include college or university, major, and dates	
# of years of experience in area of service proposed to provide:	
Describe person's relationship to vendor. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and dates	
<b>Staffing Methodology</b>	
Describe the person's planned duties/role proposed herein	

#### **C.5 SUPPORT STAFFING AND METHODOLOGIES:**

1. The vendor should describe how they are going to provide sales support to the state agencies, including staff size and territories covered.
2. The vendor should describe their ability and method of providing specification/configuration assistance for all new systems requested by the state agency. The vendor should indicate their proposed response time for a standard quotation request that includes the manufacturer's part number and detailed product description and a non-standard quotation request that requires extensive research and/or configuration and engineering assistance. The vendor should also indicate when the state agency would receive a response for other communication from the vendor's staff.
3. The vendor should describe how they intend to function as the single point of contact for the state, regardless of any subcontract arrangement, for all products and services as required in Section 2 of the RFP. This should include responsibilities and liabilities of the vendor for all problems relating to any hardware, software, and related value-added services provided.
4. The vendor should describe, in detail, the method of communication (by phone, fax, Internet e-mail, etc.), and the timeframe (within how many days of knowledge of the problem), the vendor would



expect to notify the state agency of a delay from the anticipated delivery time for a specific product or service as required in Section 2 of the RFP. The vendor should further describe the actions that will be taken to rectify delivery delays (e.g. suggesting alternative/replacement goods or services, offering a discount on the price of the order due to the delay, etc.).

5. The vendor should explain how they intend to monitor purchases made through the contract to ensure products outside of the scope of the contract are not purchased.
6. The vendor should fully describe how the vendor envisions the account management team functioning to meet the needs of the state agencies with regard to the various requirements outlined in the RFP.
7. The vendor should provide an organizational chart for the proposed account management team detailing the reporting relationships as required in Section 2 of the RFP.
8. The vendor should describe any cost saving ideas that the vendor chooses to provide to the state agency under the contract.
9. The vendor should describe their order fulfillment process.
10. The vendor should describe their Electronic Data Interchange (EDI) solution.
11. The vendor should describe their complete product return procedure.
12. The vendor should indicate whether the contractor will provide technology update seminars informing state agencies of industry trends and/or product developments as requested in Section 2 of the RFP.
13. The vendor should submit a thorough rollout and transition plan. The plan should include a description of the methodology (mailings, meetings, seminars, personal contacts, etc.), proposed dates and location of activities, and Gantt chart, including tasks to be performed and the time frame for the completion of each task.
14. The vendor should describe their proposed solution for meeting the audit requirements in Section 2 of the RFP.
15. The vendor should describe their ability and method of providing installation services and installation assistance of products provided under the contract.
16. The vendor should describe their method and ability to provide statewide technical support.
17. The vendor should describe their method for notifying agencies of expiring warranties.
18. The vendor should indicate if sales personnel will be located in Jefferson City, MO.
19. The vendor should indicate what, if any, small businesses will be utilized as sourcing partners to provide the products and services available through the contract.

#### **C.6 CONTRACTOR-PROVIDED VALUE-ADDED SERVICES:**

1. The vendor should fully describe all contractor-provided value-added services available, particularly for the following:
  - a. Installation/Install Assistance
  - b. Hardware Imaging
  - c. Implementation Services
  - d. Non-Manufacturer Warranty/Service Plans

- e. Non-Manufacturer Installation Services
- f. Technical Support
- g. Equipment Disposal
- h. Software Training Solutions
- i. Solution Testing and Research Services

**C.7 ECONOMIC IMPACT TO MISSOURI:**

1. The vendor should describe the economic advantages that will be realized as a result of the vendor performing the required services. The vendor should respond to the following:
  - a. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
  - b. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
  - c. Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
2. The vendor should describe the State of Missouri small business partners they intend to utilize to provide products and services through the contract. Additionally, the vendor should describe the ongoing process they would utilize to sustain the ongoing business relationships with the small business community to ensure their involvement in having opportunities to provide products and services through the contract.

**EXHIBIT D**  
**D.1 PARTICIPATION FROM OTHER ORGANIZATIONS**

**Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment** – If the vendor is committing to participation by or if the vendor is a qualified MBE/WBE and/or 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 proposal. **The services performed or the products provided by the listed participating organizations must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.**

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

<b>MBE Participation Commitment Table</b>		
<b>Name of Each Qualified Minority Business Enterprise (MBE) Proposed</b>	<b>Committed Percentage of Participation for Each MBE % of the Actual Total Contract Value</b>	<b>Description of Products/Services to be Provided by Listed MBE</b> The vendor should also include the paragraph number(s) from the RFP which requires the service the MBE is proposed to perform
1.	%	Product/Service(s) proposed:
		RFP Paragraph References:
2.	%	Product/Service(s) proposed:
		RFP Paragraph References:
3.	%	Product/Service(s) proposed:
		RFP Paragraph References:
<b>Total MBE Percentage:</b>	<b>%</b>	

<b>WBE Participation Commitment Table</b>		
<b>Name of Each Qualified Women Business Enterprise (WBE) proposed</b>	<b>Committed Percentage of Participation for Each WBE % of the Actual Total Contract Value</b>	<b>Description of Products/Services to be Provided by Listed WBE</b> The vendor should also include the paragraph number(s) from the RFP which requires the service the WBE is proposed to perform.
1.	%	Product/Service(s) proposed:
		RFP Paragraph References:
2.	%	Product/Service(s) proposed:
		RFP Paragraph References:
3.	%	Product/Service(s) proposed:
		RFP Paragraph References:
<b>Total WBE Percentage:</b>	<b>%</b>	

**EXHIBIT D (continued)****Organization for the Blind/Sheltered Workshop Commitment Table**

By completing this table, the vendor commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.

<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b> The vendor should also include the paragraph number(s) from the RFP which requires the service the organization for the blind/sheltered workshop is proposed to perform.
1.	Product/Service(s) proposed:
	RFP Paragraph References:
2.	Product/Service(s) proposed:
	RFP Paragraph References:

**SDVE Participation Commitment Table**

<b>Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed</b>	<b>Committed Percentage of Participation for Each SDVE</b> (% of the Actual Total Contract Value)	<b>Description of Products/Services to be Provided by Listed SDVE</b> The vendor should also include the paragraph number(s) from the RFP which requires the service the SDVE is proposed to perform.
1.	%	Product/Service(s) proposed:
		RFP Paragraph References:
2.	%	Product/Service(s) proposed:
		RFP Paragraph References:
<b>Total SDVE Percentage:</b>	<b>%</b>	

**EXHIBIT D (continued)**

**D.2 DOCUMENTATION OF INTENT TO PARTICIPATE**

If the vendor is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the vendor must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the vendor's proposal.

*~ Copy This Form For Each Organization Proposed ~*

Vendor Name:

**This Section To Be Completed by Participating Organization:**

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

Indicate appropriate business classification(s):

\_\_\_ MBE \_\_\_ WBE \_\_\_ Organization for the Blind \_\_\_ Sheltered Workshop \_\_\_ SDVE

Name of Organization: \_\_\_\_\_

(Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address (If SDVE, provide MO Address): \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_ Certification # \_\_\_\_\_

SDVE's Website \_\_\_\_\_ Certification (or attach copy of certification)

Address: \_\_\_\_\_ 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  
 (MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

\_\_\_\_\_  
 Date  
 (Dated no earlier than the RFP issuance date)

**EXHIBIT D (continued)****DOCUMENTATION OF INTENT TO PARTICIPATE - SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)**

If the participating organization is an SDVE, then the SDVE must provide the following Service-Disabled Veteran (SDV) documents unless previously submitted within the past five (5) years to a Missouri state agency or public university:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), AND
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

(NOTE: For ease of evaluation, please attach a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability to this Exhibit. The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

If the SDVE previously submitted copies of the SDV's documents (the SDV's award letter or the SDV's discharge paper, and the SDV's documentation certifying disability) to a Missouri state agency or public university within the past five (5) years, the SDVE should provide the information requested below.

Name of **Missouri State Agency** or **Public University\*** to Which the SDV's Documents were Submitted:

\_\_\_\_\_  
 (\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

**Date** SDV's Documents were Submitted: \_\_\_\_\_

Previous **Bid/Contract Number** for Which the SDV's Documents were Submitted: \_\_\_\_\_  
 (if known)

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the DPMM website [<http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf>] for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE from the listing.)

**FOR STATE USE ONLY**

SDV Documents - Verification Completed By:

\_\_\_\_\_  
 Buyer

\_\_\_\_\_  
 Date

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

**BUSINESS ENTITY CERTIFICATION:**

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

<b><u>BOX A:</u></b>	To be completed by a non-business entity as defined below.
<b><u>BOX B:</u></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 <a href="http://www.dhs.gov/files/programs/gc_1185221678150.shtm">http://www.dhs.gov/files/programs/gc_1185221678150.shtm</a> .
<b><u>BOX C:</u></b>	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

**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 (other than stated in Box C), 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 \_\_\_\_\_ (Bid 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 the State of Missouri with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative’s Name (Please Print)

\_\_\_\_\_  
Authorized Representative’s Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

**EXHIBIT E (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. If completing Box B, do not complete Box C.)**

**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the vendor must perform/provide each of the following. The vendor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.



**EXHIBIT E (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.)**

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

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

_____	_____
Signature of Notary	Date

**EXHIBIT E (continued)**

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

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

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

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

Name of **Missouri State Agency or Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(if known)

\_\_\_\_\_  
Authorized Business Entity Representative’s Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity Representative’s Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**EXHIBIT F**  
**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name and Title of Authorized Representative

---

Signature

---

Date

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**EXHIBIT G**  
**MISCELLANEOUS INFORMATION**

**G.1 Executive Order 04-09: Products and/or Services Provided Outside United States:**

If any products and/or services offered under this RFP 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 4a, b, c, or d of Executive Order 04-09? (see the following web link: <a href="http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo04_009.pdf">http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo04_009.pdf</a> )	Yes ____	No ____
<p>If YES, mark the appropriate exemption below, and provide the requested details:</p> <p>____ 1. Unique good or service.</p> <ul style="list-style-type: none"> <li>• EXPLAIN: _____</li> </ul> <p>____ 2. Foreign firm hired to market Missouri services/products to a foreign country.</p> <ul style="list-style-type: none"> <li>• Identify foreign country: _____</li> </ul> <p>____ 3. Economic cost factor exists</p> <ul style="list-style-type: none"> <li>• EXPLAIN: _____</li> </ul> <p>____ 4. Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.</p> <ul style="list-style-type: none"> <li>• 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: ____%</li> <li>• Specify what contract work would be performed outside the United States: _____</li> </ul>		

**G.2 Employee/Conflict of Interest:**

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

**EXHIBIT G, (continued)****G.3 Contact Information:**

If different from the information provided on the front page of the RFP, the vendor should provide all necessary contact information including the RFP Coordinator and Contract Coordinator if awarded a contract, etc.

<b>RFP COORDINATOR CONTACT INFORMATION</b> i.e. person to be contacted for questions and other coordination activities regarding the vendor's proposal	
<b>NAME:</b>	
<b>JOB TITLE:</b>	
<b>PHONE:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

<b>CONTRACT COORDINATOR CONTACT INFORMATION</b> i.e. person to be contacted for questions and other coordination activities regarding an awarded contract	
<b>NAME:</b>	
<b>JOB TITLE:</b>	
<b>PHONE:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

**STATE OF MISSOURI  
DIVISION OF PURCHASING  
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

### 1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) 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 the **Division of Purchasing (Purchasing)**. The agency is also responsible for payment.
- b. **Addendum** means a written, official modification to an RFP.
- c. **Amendment** means a written, official modification to a contract.
- d. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- f. **Vendor** means the supplier, offeror, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- g. **Buyer** means the procurement staff member of Purchasing. 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, offeror, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with the sealed proposal prior to the specified end date and time.
- k. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes 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.
- 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 RFP. The pricing pages must be completed and submitted by the vendor with the sealed proposal prior to the specified proposal 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 Purchasing.
- 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 RFP 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/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise Purchasing if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from vendors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from Purchasing, unless the RFP 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 proposal 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 procurement process, all vendors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP 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 Purchasing in the RFP 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. Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those proposal opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuy.mo.gov/>.
- f. Purchasing reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the RFP on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was

established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the RFP.

#### 4. PREPARATION OF PROPOSALS

- a. Vendors **must** examine the entire RFP carefully. Failure to do so shall be at the vendor's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, 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 proposal. 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. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer 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 RFP.
- 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 RFP, such a vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by Purchasing. If Purchasing determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated within the RFP. If the proposal is accepted, the entire proposal, 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 proposal in order to be considered for award.

#### 5. SUBMISSION OF PROPOSALS

- a. Registered vendors may submit proposals electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/> or by delivery of a hard copy to the Purchasing office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit proposals hard copy delivered to the Purchasing office. Delivered proposals must be sealed in an envelope or container, and received in the Purchasing office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact end date and time specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the Purchasing post office box address. However, it shall be the responsibility of the vendor to ensure their proposal is in the Purchasing office (address listed above) no later than the exact end date and time specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official end date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing office may be modified by signed, written notice which has been received by Purchasing prior to the official end date and time specified. A proposal 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 proposal shall not be honored.
- d. A proposal submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by Purchasing prior to the official end and time specified. A proposal 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 proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal 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 proposal information that may cause irreparable harm to the vendor.
- f. When submitting a proposal electronically, the registered vendor indicates acceptance of all RFP requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors delivering a hard copy proposal to Purchasing must sign and return the RFP cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all RFP requirements, terms and conditions. Failure to do so may result in rejection of the proposal unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

#### 6. PROPOSAL OPENING

- a. Proposal openings are public on the end date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the MissouriBUYS Statewide eProcurement System. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the Purchasing 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 proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

#### 7. PREFERENCES

- a. In the evaluation of proposals, 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 proposal. 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 Purchasing 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 RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the vendor whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all vendors fail to meet the same mandatory requirement in an RFP, Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. Purchasing reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a vendor, from vendor's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those vendors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.
- j. Any award of a contract shall be made by notification from Purchasing to the successful vendor. Purchasing 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 Purchasing based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. 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.
- l. Purchasing posts all proposal results on the MissouriBUYS Statewide eProcurement System for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Vendors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal 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 (9).
- o. The final determination of contract(s) award shall be made by Purchasing.

## 9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) Purchasing's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP 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 Purchasing 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 Purchasing.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- 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.

<b>REVISED VIA ADDENDUM 05</b>
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### **13. WARRANTY**

- a. *The contractor expressly warrants that all products (including hardware and software), supplies, and services provided shall conform to each and every specification, drawing, sample, or other description which was furnished to or adopted by The Division of Purchasing. The contractor shall ensure all products (including hardware and software) and supplies sold hereunder are new and are covered by the manufacturer's standard warranty as made available by the manufacturer to the purchaser. The contractor shall pass through any warranty extended to the contractor by the original manufacturer. The contractor expressly warrants that all services provided by the contractor shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Purchasing, and (2) be fit and sufficient for the purpose expressed in the RFP.*
- 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 proposal 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, Purchasing may cancel the contract. At its sole discretion, Purchasing 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 Purchasing 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, Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If Purchasing cancels the contract for breach, Purchasing reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as Purchasing 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 Purchasing immediately.
- b. Upon learning of any such actions, Purchasing 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, Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by Purchasing until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **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 proposal 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.

Revised 10-19-15

**ATTACHMENT 1  
CURRENT CONTRACT SALES VOLUME**

Sales figures included herein reflect purchases made by state agencies, and colleges and universities including members of the cooperative procurement program, as reported by the current contractor. Total purchases made by the cooperative procurement entities typically represent approximately 42% of the total sales made against the contract.

**TOTAL SALES (BASED ON STATE FISCAL YEAR RUNNING JULY 1ST  
THROUGH JUNE 30TH)**

	<b>State</b>	<b>Cooperative Entities</b>	<b>Total</b>
<b>FY12</b>	\$ 38,659,702.11	\$ 29,610,540.48	\$ 68,270,242.59
<b>FY13</b>	\$ 50,401,642.97	\$ 37,377,929.61	\$ 82,553,516.29
<b>FY14</b>	\$ 51,596,494.58	\$ 26,802,375.87	\$ 78,398,870.45
<b>FY15</b>	\$ 49,622,526.07	\$ 30,003,971.64	\$ 79,626,497.71
<b>FY16 (July 1, 2015 thru December 31, 2015)</b>	\$ 23,695,235.62	\$ 17,294,428.95	\$ 40,989,664.57

**TOTAL SALES BREAKDOWN OF HIGHEST GROSSING HARDWARE AND  
SOFTWARE MANUFACTURERS**

	<b>FY15</b>	<b>FY16 (July 1, 2015 thru December 31, 2015)</b>
<b>Microsoft</b>	\$14,940,335.77	\$9,083,396.87
<b>Dell</b>	\$13,849,117.29	\$11,264,939.61
<b>IBM</b>	\$5,390,807.04	\$1,640,182.02
<b>EMC</b>	\$4,471,850.74	\$6,497,795.65
<b>HP Inc.</b>	\$4,239,691.06	\$3,992,141.14
<b>FireEye</b>	\$2,094,651.56	\$197,107.68
<b>Lexmark</b>	\$1,779,700.34	\$1,699,501.14
<b>VMWare</b>	\$1,524,764.93	\$4,943,157.10
<b>Panasonic</b>	\$1,524,764.93	\$2,435,607.49
<b>Hewlett Packard Enterprise Co.</b>	\$1,236,018.85	\$1,154,511.21

**NOTE:** The State of Missouri does not warrant or represent that the information provided herein reflects all relationships or existing conditions related to this RFP nor does the State of Missouri guarantee any future purchases/expenditures through the resulting contract.

**ATTACHMENT 2**  
**VOLUME LICENSE AGREEMENT INFORMATION**

<b>Software Manufacturer</b>	<b>Agreement Name</b>	<b>Pricing Levels</b>
<b>Microsoft:</b>	Select 6 Local & State Government	Application: D
		Systems: D
		Servers: D
	Select 6 Academic	Application: D
		Systems: D
		Servers: D
	Enterprise 6	D
	<b>IBM/Lotus:</b>	International Passport Advantage Agreement