

INSTRUCTIONS TO BIDDERS

1.0 - SPECIAL NOTICE TO BIDDERS

- A. No contract shall be awarded which exceeds the limit of \$24,999.99 for this RFQ.

2.0 - OPEN COMPETITION/REQUEST FOR QUOTATION DOCUMENT

- A. It is the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Owner if any language, specifications or requirements of an RFQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFQ to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the Owner's point-of- contact listed on the RFQ Cover Page unless the RFQ specifically refers the bidder to another contact. Such email, fax or phone communication must be received at least five calendar days prior to the official date when bids are due.
- B. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFQ, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFQ, any questions received less than five calendar days prior to the RFQ deadline may not be answered.
- C. Bidders are cautioned that the only official position of the Owner is that which is issued by the Owner in the RFQ or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- D. The Owner reserves the right to officially amend or cancel an RFQ after issuance.

3.0 – FILING AND PAYMENT OF TAXES

- A. The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a bidder if the bidder or an affiliate of the bidder 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 bidder" shall mean any person or entity that is controlled by or is under common control with the bidder, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with Chapter 144, RSMo may eliminate their bid from consideration for award.

4.0 - PREPARATION OF BIDS

- A. Failure to examine the entire RFQ carefully shall be at the bidder's risk.
- B. Unless otherwise specifically stated in the RFQ, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- C. Unless otherwise specifically stated in the RFQ, 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 bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in

detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.

- D. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFQ.
- E. In the event that the bidder 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 RFQ, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The bidder should include a complete list of statutory references and citations for each provision of the RFQ, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (a) be requested to be clarified in writing by the Owner or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by the Owner. If the Owner 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 RFQ.
- F. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the RFQ 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 RFQ.
- H. Bids, including all prices therein, shall remain valid for 90 days from the date bids are due unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- I. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5.0 - SUBMISSION OF BIDS

- A. Bids may be submitted by a hard copy delivered by courier or postal service, faxed or emailed to the Owner's office as directed on the RFQ Cover Page. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the RFQ, and (3) be priced as required. Delivered, faxed, or emailed bids should be received in the Owner's office prior to the time and date specified in the RFQ.
- B. The envelope or container containing a bid should be clearly marked on the outside with (1) the official RFQ number and (2) the official date and time bids are due. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- C. A bid which has been submitted to the Owner's office may be modified by signed, written notice delivered by hard copy, facsimile or email which has been received by the Owner prior to the official date and time specified. A bid may also be modified in person by the bidder or its

authorized representative, provided proper identification is presented before the official date and time bids are due. Telephone or telegraphic requests to modify a bid shall not be honored.

- D. A bid which has been submitted to the Owner's office may only be withdrawn by a signed, written document on company letterhead delivered by hard copy, or transmitted via facsimile or email which has been received by the Owner prior to the official date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- E. Bidders submitting a bid by hard copy, fax or email to the Owner must sign and return the RFQ cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all RFQ terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- F. Hard copy, faxed and e-mail no-bid notifications shall be accepted. "No bid" responses must be documented with a written response signed by the vendor on their letterhead or other media (e-mail, facsimile transmission) identifying that the response was from the solicited vendor.
- G. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the RFQ, at the prices quoted, pursuant to all requirements and specifications contained therein.
- H. All bid responses must include all Signature Pages, completed exhibits, forms, and other information concerning the bid (including completed Pricing Pages, for renewal period pricing).
- I. Open Records: Pursuant to § 610.021, RSMo, the bidder's proposal shall be considered an open record after a contract is executed or all proposals are rejected. The bidder shall not submit the entire proposal as proprietary or confidential. The bidder may submit a part of the proposal as confidential, but only if the proprietary or confidential nature of the material is provided for in § 610.021, RSMo. Proprietary or confidential portions of the bidder's proposal allowed by the statute need to be separated, sealed, and clearly marked as confidential within the bidder's proposal. Also, the bidder should provide adequate explanation of what qualifies the material to be held as confidential pursuant to the provisions of § 610.021, RSMo.
- J. Imaging Ready - Each bid received may be scanned into the Owner's contract files after a contract(s) is executed or after all bids are rejected. In preparing a bid, the bidder should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bid. Glue bound materials should not be used.
- K. Preprinted Marketing Materials - The bidder may submit preprinted marketing materials with the bid. However, the bidder 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 bidder. The bidder is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.
- L. Organizational Chart – For service-related RFQ's, the bidder should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel.

6.0 - EVALUATION/AWARD

- A. Business Compliance - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder 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 bidder shall provide documentation of compliance upon request by the Owner. The compliance to conduct business in the state shall include but may not be limited to:
1. Registration of business name (if applicable)
 2. Certificate of authority to transact business/certificate of good standing (if applicable)
 3. Taxes (e.g., city/county/state/federal)
 4. State and local certifications (e.g., professions/occupations/activities)
 5. Licenses and permits (e.g., city/county license, sales permits)
 6. Insurance (e.g., worker's compensation/unemployment compensation)
- B. Compliance with Terms and Conditions: The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the RFQ and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the RFQ that the RFQ shall govern. Taking exception to the State's terms and conditions may render a bid unacceptable and remove it from consideration for award.
- C. Economic Impact to Missouri - The bidder should respond to the following:
1. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 2. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 3. Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
- D. Any clerical error, apparent on its face, may be corrected by the Owner before contract award. Upon discovering an apparent clerical error, the Owner shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- E. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Owner to be in the best interest of the State of Missouri.
- F. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the RFQ and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the RFQ and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- G. The Owner reserves the right to waive any minor irregularity or technicality found in any individual bid.
- H. The Owner reserves the right to reject any and all bids.

- I. When evaluating a bid, the Owner reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- J. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- K. Any award of a contract shall be made by notification from the Owner to the successful bidder. The Owner 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 the Owner based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the the Owner.
- L. The Owner reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- M. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- N. The final determination of contract award(s) shall be made by the Owner.
- O. After determining that a submitted bid satisfies the mandatory requirements stated in the Request for Quotation, the evaluator(s) shall use objective cost analysis in accordance with the evaluation criteria stated below:
 - 1. The objective evaluation of cost will include the original and any potential renewal periods.
 - 2. Cost evaluation points shall be determined using the following formula:

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times \frac{\text{Maximum Cost Evaluation Points}}{(100)} = \text{Assigned Cost Points}$$

7.0 - PREFERENCES

- A. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34, RSMo., other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- B. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- C. Missouri Service-Disabled Veteran Business Preference - In the evaluation of bids, pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) point preference shall be granted to bidders who qualify as Missouri service-disabled veteran business enterprises and who complete and submit Exhibit B, Missouri Service-Disabled Veteran Business Enterprise Preference with the bid. If the bid does not include the completed Exhibit B and the documentation specified on Exhibit B in accordance with the instructions provided therein, no preference points will be applied.

D. Pursuant to 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to bidders 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 bidder 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 bidder'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 bidder 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 bidder must provide the following information with the bid:

- Participation Commitment - The bidder must complete Exhibit C Workshop 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 bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Workshop Participation Commitment Form.
- Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit D Workshop Participation Form, signed and dated no earlier than the RFQ 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 RFQ 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 bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder is not required to complete Exhibit D, Workshop Participation 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://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

- c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:
<http://www.lhbindustries.com>
<http://www.alphapointe.org>
- d. Commitment – If the bidder’s bid is awarded, the organization for the blind or sheltered workshop the participation committed to by the bidder on Exhibit C, Workshop Participation Commitment, shall be interpreted as a contractual requirement.