



Via Email Only

Missouri Division of Purchasing
Attn: Director and Ann Loganbill
301 West High Street, Room 630
Jefferson City, MO 65101
Email: purchmail@oa.mo.gov and ann.loganbill@oa.mo.gov

Re: Bid Protest for RFPSDOR230044

Dear Director of Purchasing,

My law firm represents J.G. Title Company LLC (“**JGT**”), who submitted a bid with the Missouri Department of Revenue (“**DOR**”) for the O’Fallon License Office pursuant to RFPSDOR230044 (the “**RFP**”). The award of the contract under the RFP was made on May 4, 2023. Please accept this letter as JGT’s protest of this award. In support, we provide the following information required by 1 CSR § 40-1.050:

(A) Name, address, and phone number of the protester;

J.G. Title Company LLC
12430 W. 62nd Terrace
Shawnee, KS 66216
(913) 231-1496

(B) Signature of the protester or the protester's representative;

See below.

(C) Solicitation number;

RFPSDOR230044.

(D) Detailed statement describing the grounds for the protest;

JGT’s submission under the RFP was deemed “non-compliant” by the DOR and given a score of zero based on the following sole reason:

The individual named as the Contract License Office Manager, Schurese Garrett, was included on proposals submitted by JG Title Company for the following License Office RFPs; RFPSDOR230047 – Imperial License Office,

RFPSDOR230044 - O'Fallon License Office, and RFPSDOR230046 – Buffalo License Office.

This sole reason for deeming JGT's application as "non-compliant" is based on Section 2.3.1(g)(5) of the RFP which states as follows:

*Once an individual is named as a Contract License Office Manager in a bid proposal for a contract by a vendor, they cannot be named as Contract License Office Manager by the same vendor in any other bid proposals until the contract is finally awarded. (this provision is hereinafter referred to as the "**Other Proposal Rule**").*

In a provision similar to the Other Proposal Rule, Section 2.3.1(g)(6) of the RFP states the following:

*Once an individual is named as a Contract License Office Manager of an awarded contract, they cannot be named as a Contract License Office Manager in any other awarded contracts, or in any further bid proposals, while remaining in the capacity of a Contract License Office Manager, unless it is for the rebid of the license office which the current Contract License Office Manager manages. An exception may be made, based on the required operating hours listed on Attachment 1 for each location proposed or under contract, and the percent of hours identified on Exhibit A Section B-6 of the RFP, or the corresponding documentation of an awarded contract to determine the allocation of hours worked by the Contract License Office Manager. (this provision is hereinafter referred to as the "**Other License Office Rule**").*

Though the Other Proposal Rule and Other License Office Rule both appear in Section 2.3.1 of the RFP, only the Other License Office Rule appears on the actual fillable portions of the RFP regarding the Contract License Office Manager. (See RFP at Exhibit A, Section B-6A). The Other Proposal Rule—which was utilized to deem JGT's application as "non-compliant"—does not appear on the fillable form. (See *id.*). At best, this is a confusing and unclear presentation by the DOR on what is actually required with respect to the availability of the proposed Contract License Officer Manager.

Furthermore, JGT respectfully suggests that the omission of the Other Proposal Rule and the inclusion of the Other License Office Rule from the fillable part of the RFP represents a meaningful determination by the DOR to elevate the importance of the Other License Office Rule above the Other Proposal Rule. Such a determination logically follows the fact that an individual already engaged as a Contract License Office Manager at one location cannot serve the second location, while an individual who might become engaged as a Contract License Office Manager at one location may not be able to serve the second location. In other words, the Other License Office Rule protects against a more serious conflict of availability than the Other Proposal Rule.

In that regard, we note that the winning applicant—2015 Schotthill Woods LLC (“**Schotthill**”)—identified “Heather Brinker” as the Contract License Officer Manager for the O’Fallon License Office. (*See* Schotthill’s Response to the RFP, at Exhibit A, Section B-6A). In Schotthill’s Response to the RFP, Ms. Brinker’s experience includes the position of “Office Manager” at the Mexico License Office from August 2016 through the current date. This comports with the DOR’s online license office locator which lists “Heather Owen” as the Office Manager of the Mexico License Office. On information and belief, “Heather Owen” is the former married name of “Heather Brinker”. (*See* Missouri CaseNet, Audrain County Case No. 21AU-DR00040, at April 28, 2021 Judgment and Decree of Dissolution which formally restores the name from “Heather Owen” to “Heather Brinker”).

Therefore, Schotthill’s proposed Contract License Office Manager is already the Contract License Office Manager at the Mexico License Office. Ms. Brinker’s inclusion as the proposed Contract License Office Manager renders Schotthill’s application in contravention of the Other License Office Rule, which is not only included in Section 2.3.1(g) of the RFP but immediately above the fillable portion on Exhibit A, Section B-6A of the RFP. Schotthill’s application should not have been accepted by the DOR, and the contract awarded to Schotthill should be immediately canceled.

Furthermore, any non-compliance by JGT of the Other Proposal Rule is easily curable. JGT can and will withdraw any offending and still pending applications. In contrast, Schotthill’s non-compliance is not easily curable. Schotthill would have to find and propose a substitute Contract License Office Manager at the O’Fallon License Office, or the contractor for the Mexico License Office will have to do the same if Ms. Brinker leaves the role at the Mexico License Office. Either way, such a substitution requires a significant process on the part of the DOR and the contractor proposing the substitution. For example, *see* RFP at Page 28-29, Section 3.6.1 which states:

“Therefore, the contractor agrees that no substitution of such Contract License Office Manager shall be made without the prior express written approval of the state agency. The state agency will only grant express written consent to substitute a Contract License Office Manager where the contractor demonstrates through substantial evidence that circumstances exist justifying such substitution. The contractor further agrees and understands that any Contract License Office Manager substitution made pursuant to this paragraph shall be equal to or better than the qualifications of the Contract License Office Manager originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential.”

Because of the omission of the Other Proposal Rule from the fillable portions of the RFP (and the confusion caused by such omission) and because Schotthill’s application is clearly non-compliant with the Other License Office Rule, it would be fundamentally unfair to JGT to allow the award under this RFP to stand. In light of the current circumstances, JGT requests: (i) that the DPMM cancel the award made to Schotthill, (ii) that the DOR and DPMM exercise their right to engage in further negotiations pursuant to Section 4.3 of the RFP to determine an appropriate awardee under the RFP, and (iii) that

the DOR and DPMM allow JGT to cure any easily curable deficiencies in its application by withdrawing or amending pending applications in contravention of the Other Proposal Rule (which such withdrawal can be made during the “negotiations” under Section 4.3). This resolution would not only be fair and just, but it would also further the DOR’s purpose of having a qualified Contract License Office Manager who is not conflicted in her ability to service one designated License Office.

(E) Supporting exhibits, evidence, or documents to substantiate claim.

JGT submits the following exhibits, evidence, and documents to substantiate its protest hereunder:

- RFPSDOR230044;
- JGT’s Response to RFPSDOR230044;
- Schotthill’s Response to RFPSDOR230044; and
- Screenshot of Missouri DOR’s License Office Locator for the Mexico License Office.

If anyone at the DOR or DPMM have any questions, they are welcome to contact me at (816) 399-4162 or jeff@kennyhertzperry.com.

Best regards,



Jeff Donoho
Attorney for J.G. Title Company
LLC