



STATE OF MISSOURI  
DEPARTMENT OF REVENUE  
REQUEST FOR PROPOSAL (RFP)

SOLICITATION/OPPORTUNITY (OPP) NO.:	RFPSDOR220034	REQ NO.:	
TITLE: Location License Office	Blue Springs License Office	BUYER:	Tara Ronimous
ISSUE DATE:	12/08/2022	PHONE NO.:	(573) 751-2145
		EMAIL:	Tara.Ronimous@dor.mo.gov
RETURN PROPOSAL NO LATER THAN:	12/21/2022	AT 2:00 PM CENTRAL TIME (END DATE)	

RFP RESPONSE MUST BE SUBMITTED ELECTRONICALLY THROUGH MissouriBUYS. <https://missouribuys.mo.gov/>  
MAILED, COURIER, OR HAND-DELIVERED RFP RESPONSE WILL NOT BE ACCEPTED.

CONTRACT PERIOD: Effective Date of Contract through five (5) years.

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

<b>DELIVER SUPPLIES/SERVICES FOB (Free on Board) DESTINATION TO:</b>  <b>Blue Springs, MO</b>	<b>DELIVER SERVICES FOR:</b> Department of Revenue P.O. Box 311 Jefferson City, MO 65105
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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 11/09/2022.) 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 Department of Revenue 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**

<b>VENDOR NAME</b> Paul J. Wrabec Co., Inc.	<b>MissouriBUYS System ID (See vendor profile – main information screen)</b>
<b>MAILING ADDRESS</b> 10203 E. US Highway 24	
<b>CITY, STATE, ZIP CODE</b> Independence, Missouri 64053	
<b>CONTACT PERSON</b> Cyril Wrabec	<b>EMAIL ADDRESS</b> cwrabec@gmail.com
<b>PHONE NUMBER</b> (816) 213-5903	<b>FAX NUMBER</b> (816) 642-2587
<b>VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)</b>	
<input checked="" 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> Cyril J. Wrabec	<b>DATE</b> 12/21/2022
<b>PRINTED NAME</b> Cyril J. Wrabec	<b>TITLE</b> President

**CONTENTS:**

The following documents are incorporated into the RFP by reference. It is recommended that each vendor request a copy of the state agency’s policies and procedures as outlined elsewhere herein. If awarded the contract, the most current policies and procedures must be followed throughout the length of the contract and may be found on the Department of Revenue’s Intranet, which is accessible to license offices.

Part 1.....	<a href="#"><u>Introduction and General Information</u></a>
Part 2.....	<a href="#"><u>Scope of Work</u></a>
Part 3.....	<a href="#"><u>Contractual Requirements</u></a>
Part 4.....	<a href="#"><u>Proposal Submission Information</u></a>
Terms and Conditions .....	<a href="#"><u>Request for Proposal</u></a>

**EXHIBITS A – F:**

The Exhibits are fillable forms designed to be completed and submitted electronically. It shall be the sole responsibility of the vendor to complete the Exhibits.

Personnel, Method of Performance, Experience, and Training .....	<a href="#"><u>Exhibit A</u></a>
Vendor Status .....	<a href="#"><u>Exhibit B</u></a>
Missouri Service-Disabled Veteran Business Enterprise (SDVE) Preference .....	<a href="#"><u>Exhibit C</u></a>
Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization .....	<a href="#"><u>Exhibit D</u></a>
Motor Vehicle Registration and Tax Clearance Authorization and Release (requires signature) .....	<a href="#"><u>Exhibit E</u></a>
Anti-Discrimination Against Israel Act Certification .....	<a href="#"><u>Exhibit F</u></a>

**ATTACHMENTS 1 – 8:**

The vendor is advised that Attachments exist to this document which provide additional information and instruction. It shall be the sole responsibility of the vendor to review the Attachments. The vendor shall not be relieved of any responsibility for performance under the contract due to the failure of the vendor to review the Attachments.

Additional Contractual Requirements for License Office.....	<a href="#"><u>Attachment 1</u></a>
License Office Processing Fees.....	<a href="#"><u>Attachment 2</u></a>
Definitions.....	<a href="#"><u>Attachment 3</u></a>
Liquidated Damages .....	<a href="#"><u>Attachment 4</u></a>
Technology Requirements .....	<a href="#"><u>Attachment 5</u></a>
Evaluation Element, Points Possible, and Explanation.....	<a href="#"><u>Attachment 6</u></a>
Other State Contracts .....	<a href="#"><u>Attachment 7</u></a>
Contract License Office Manager.....	<a href="#"><u>Attachment 8</u></a>

If the vendor provides any “personal information” as defined in [Section 105.1500, RSMo](#) concerning an entity exempt from federal income tax under [Section 501\(c\)](#) of the Internal Revenue Code of 1986, as amended, the vendor understands and agrees that it is voluntarily choosing to seek a state contract and providing such information for that purpose. The state will treat such personal information in accord with [Section 105.1500, RSMo](#).

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1. Introduction:

1.1.1. This RFP constitutes a request for competitive, sealed proposals for the provision of quality customer service and office management services in the most effective and efficient manner possible to serve individuals seeking motor vehicle and driver licensing services in the geographic location listed in Attachment 1.

### 1.2. RFP Questions:

1.2.1. Questions and issues relating to the RFP must be directed to the buyer listed on page 1. It is preferred that questions be emailed to the buyer.

1.2.2. It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department of Revenue 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.

1.2.3. All questions and issues should be submitted no later than ten (10) calendar days prior to the due date of the proposals listed on page 1. If not received prior to ten (10) days before the proposal due date, the Department of Revenue may not be able to fully research and consider the respective questions or issues.

1.2.4. Upon the Department of Revenue's consideration of questions and issues, if the Department of Revenue determines that changes are necessary, the resulting changes will be included in a subsequently issued RFP addendum(s); absence of such response indicates the questions and issues were considered but deemed unnecessary for a RFP addendum. 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 separately posted question/answer document.

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

### 1.3. Background Information:

1.3.1. The Department of Revenue has over one hundred and seventy (170) independent contracts for license office management and operation throughout the State of Missouri.

- a. The Department of Revenue determines the transaction types that each license office processes.
- b. The Department of Revenue determines the number of and required location for all license offices within the State of Missouri and may add, eliminate, or change location requirements of license offices at any time.
- c. In addition to the independent contracts, the Department of Revenue offers vehicle titling, registration, driver licensing, and other services at its Central Office in the Harry S Truman State Office Building in Jefferson City, Missouri, as well as by mail. Vehicle registration is available over the Internet (<https://dor.mo.gov/motor-vehicle/plates/renewal.html>) or through the Department's license plate renewal call center. The number of and type of services via the Internet are subject to change at any time, as determined by the Department of Revenue.
- d. The Department of Revenue may, in the future, allow dealers to collect tax on vehicles which the dealers sell and appoint dealers to process the corresponding title and registration transactions.

1.3.2. Additional information is available regarding the Department of Revenue and its license offices as follows:

- a. Department of Revenue and its functions – <https://dor.mo.gov/>
- b. License office information:

- 1) Attachment 1 contains information about the current license office.
  - 2) License office locations may be found at <https://dor.mo.gov/license-office-locator/>.
- c. Documents relating to any of the license office contracts, as well as any other contracts listed in the RFP may be viewable upon request.
- 1.3.3. Other Contracts – The State of Missouri has contracts as summarized below that impact license offices. The contractors and contract terms are subject to change as a result of any subsequently completed procurement(s) and contract award(s).
- a. E-Payment Services, – This contract is an electronic payment vendor used to process credit and debit card payments, including those received by the Department of Revenue and license offices and other electronic payments that integrate Internet electronic payment acceptance. Per the terms of the contract, the electronic payment vendor collects a surcharge or convenience fee from each paying license office customer.
  - b. Digitized Image Driver License Document System, - This contract is for a Central Issue (CI) driver license document system for the Department of Revenue, also referred to as the Missouri Electronic Driver License system (MEDL), and expires June 21, 2026.
  - c. Temporary Registration Permits – This contract is to manufacture temporary motor vehicle, trailer, and motorcycle registration permits. Per the terms of the contract, the vendor takes, fulfills, and ships orders for the permit from the Department of Revenue, license offices and automobile dealers, including invoicing and payments. The price is set by the vendor each year. All charges related to this section are the responsibility of the contractor.
  - d. Banking Services – The Missouri State Treasurer and the Department of Revenue contracts for depository services for the collection of state and non-state funds. The contractor provides a remote deposit system and all necessary equipment to prepare and transmit imaged deposits (checks, money orders) collected at the license office to the designated state account.
- 1.3.4 Vendors may contact the Department of Revenue for a copy of the state agency’s policies and procedures at the address below. The procedures and the documents may not be printed, copied, or shared with others.

**LICENSE OFFICES BUREAU  
P.O. BOX 629  
JEFFERSON CITY, MO 65105**

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

**END OF PART ONE: INTRODUCTION AND GENERAL INFORMATION**

**2. SCOPE OF WORK:**

This section of the RFP includes the scope of work and provisions that shall govern the contract after RFP award. The contents of this section includes mandatory provisions that must be adhered to by the state agency and the contractor unless changed by a contract amendment.

**2.1 General Requirements:**

2.1.1 The contractor shall provide quality customer service and office management services in the most effective and efficient manner possible to serve individuals seeking motor vehicle and driver licensing services in the geographic location listed in Attachment 1 for the Department of Revenue (hereinafter referred to as the state agency) in accordance with the provisions and requirements stated herein. The contractor shall understand and agree that failure to comply with any of the mandatory requirements may result in the cancellation or termination of the contract. The contractor must:

- a. Operate a license office under the contractor name as identified on the Notice of Award issued by the state agency.
- b. Prohibit discrimination against recipients of services on the basis of race, color, religion, national origin, sex, disability, age, or sexual orientation.
- c. Manage the license office and ensure the performance of all required duties in the collection of motor vehicle and marine sales and use taxes; the processing of title transactions, motor vehicle and marine registrations; and driver licenses under the provisions of Missouri law, including, but not limited to, Section 136.055, RSMo, Chapters 32, 115, 144, 301, 302, 303, 306, 307, 643, and 700.
  - 1) The contractor must fully comply with all state agency policies, procedures, and statutes and shall not be relieved of any responsibility for performance under the contract due to failure to review current state agency policies, procedures, and statutes, including, but not limited to:
    - (A) The processing of transactions – The state agency may review transactions processed by the contractor for accuracy and compliance.
    - (B) Mailing of shipments – The contractor shall submit each day's shipment at the expense of the contractor to the state agency in a form and method specified by the state agency.
    - (C) Securing data and equipment – Ensure the integrity of user identifications and passwords for access to the state agency systems to process transactions.
    - (D) Fraud prevention – The contractor shall use reasonable diligence to detect and prevent fraud and shall immediately report any instance of fraud or suspected fraud.
- d. Communicate with the state agency by:
  - 1) Responding to any request by the state agency for information, documentation, or action within the deadline specified by the state agency or the contractor must request an extension in writing prior to the deadline. If no deadline is given, the contractor must respond by the close of business on the third (3rd) business day after the request was sent by the state agency. Failure of the contractor to comply may result in the assessment of liquidated damages as specified on Attachment 4.
  - 2) Keeping all communications between the contractor or license office personnel and the state agency professional. Any communications regarding license office business from the contractor or license office personnel to customers or other entities must be completed in a positive, professional manner that promotes good public relations. The contractor's communications shall not present the state agency and/or other license offices in a negative image. Communications may include but are not limited to: social media posts including text or photographic images, email, letters, or other written communications, or telephone or other oral communications.
- e. Communications regarding other license offices or the state agency should be kept professional and must be completed in a professional manner that promotes good public relations and does not intentionally harm another license office's image or reputation.

- 2.1.2. Contractor – 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, and shall not include any state seal, state agency or department name, or state official’s name on any contractor provided materials, including but not limited to printed materials, advertisements, social media, letterhead, fax coversheets, logos, etc.
- a. The contractor must follow all state and federal laws and obtain all required insurance under the contractor name as awarded.
  - b. The contractor shall assume all legal and financial responsibility for the facilities, utilities, operating costs, and the contractor’s employee’s 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 except as otherwise required by law.
  - c. The contractor shall not change the contractor’s business organization type or operating structure, including the Contract License Office Manager, as defined in Attachment 3, owners, or officers, except as otherwise specified herein. If the business organization type or operating structure changes, the state agency must be notified immediately and such change may result in the termination or cancellation of the contract.
  - d. The contractor shall not change their Federal Employer Identification Number (FEIN) associated with the license office without prior written consent from the state agency and the Office of Administration.
  - e. Upon request by the state agency, and within three (3) business days of the request, the contractor must provide the state agency with its legal and binding operating agreement, partnership agreement, bylaws, or other similar document indicating, at a minimum, the following:
    - 1) All members, partners, officers, individuals, and entities with an ownership interest in the entity that has been named in the contractor’s awarded proposal, and their respective ownership interests; and
    - 2) The specific level of authority which each member, partner, officer, individual, or entity with an ownership interest in the entity as named in the contractor’s awarded proposal has to act on behalf of the contractor.
    - 3) If no such document exists, the contractor must indicate that it is a sole proprietorship or provide any additional legal and binding documentation establishing the roles of those with an ownership interest in the entity as named in the contractor’s awarded proposal.
    - 4) If the entity as named in the contractor’s awarded proposal is owned in whole or any part by another entity, upon request by the state agency, and within three (3) business days of the request, contractor must provide the state agency with the legal and binding operating agreement, partnership agreement, bylaws, or other similar document of each ownership-interest holding entity indicating all members, partners, officers, individuals, and entities with an ownership interest, their respective ownership interests in the entity that has an ownership interest in the entity that has been named in the contractor’s awarded proposal, and the specific level of authority which each member, partner, officer, individual, or entity with an ownership interest in the entity as named in the contractor’s awarded proposal has to act on behalf of the contractor.
    - 5) Failure to provide the information within the period specified or if the information does not match what was originally named in the contractor’s awarded proposal, the state agency may seek any and all remedies available including, but not limited to, cancellation or termination of the contract.
- 2.1.3 The contractor shall understand and agree that the sole compensation for services provided through this contract are as stated on Attachment 2 in accordance with [Section 136.055, RSMo](#). The contractor shall not charge more than what is stated on Attachment 2 in accordance with [Section 136.055, RSMo](#). Estimated License Office Contractor Transaction Counts and Processing Fees may be found at <http://dor.mo.gov/contact/>.
- a. The processing fees are subject to legislative changes. The State of Missouri does not ensure or guarantee that any new or replacement license office operation will have comparable transaction volumes as the current license office.

- b. The contractor shall be responsible for all costs associated with the provision of services including; implementation of services (personnel, training, opening, etc.), transition of services, contractor-provided equipment, and materials specified herein, etc.
- 2.1.4 Property of State – The contractor shall agree and understand that all applications, state-owned hardware, software, files, audit copies, records, documentation, reports, and data, furnished, or completed by the contractor as a requirement of the contract and all inventory furnished by the state agency shall be the property of the State of Missouri and shall include all rights and interests for present and future use or sale as deemed appropriate by the state agency.
- a. No reports, documentation, or materials prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.
- 2.1.5 Upon the state agency’s authorization to proceed with services, the contractor shall provide the state agency with any requested additional information and details regarding the contractor’s license office operation.
- a. The contractor must provide the state agency with an original, completed and notarized Credit and Asset Verification Form (Form 5418), dated within thirty (30) calendar days of the state agency’s authorization to proceed with services. The amount authorized shall include all offices awarded to the contractor. The state agency shall have the right to cancel the contract immediately if the contractor is unable to provide Form 5418 in compliance with this requirement.
    - 1) For example, if one entity currently has two license offices which require asset verification of \$50,000 each (\$100,000 total), and they bid on a third (3rd) license office which requires asset verification of \$50,000, if the vendor is awarded the bid they will be required to provide Form 5418 showing at least \$150,000 in credit or assets to satisfy this requirement.
- 2.1.6 The contractor shall understand and agree that all state agency policies and procedures are incorporated into the contract by reference and must be referred to and followed in all aspects of the contractual requirements herein by the contractor. Failure to follow state agency policies and procedures may result in assessment of liquidated damages as specified in Attachment 4 and/or the cancellation of the contract as well as any other remedies available to the state. Failure to follow all policies and procedures may adversely impact the evaluation of future license office bid submissions. A copy of the state agency policies and procedures applicable to license office operations will be provided to the contractor. Procedures and policies shall not be printed, copied, or shared with anyone other than approved license office personnel. It is the contractor’s responsibility to remain up-to-date on all policy and procedure changes made thereafter. The contractor shall not be relieved of any responsibility for performance under the contract due to failure to review the state agency’s policies and procedures and state statutes and rules.
- 2.1.7 The contractor shall agree and understand that processing or permit fees shall hereinafter collectively be referred to as “contractor fees”.
- 2.1.8 The contractor shall perform services in accordance with the requirements of the contract and the commitments made in the contractor’s awarded proposal.
- 2.2 Transition of License Office Operations:**
- 2.2.1 License Office Facility and Location – No later than ten (10) calendar days after the state agency issues the notice to proceed with services, the contractor must provide the state agency with the proposed license office location as required in Attachment 1. See Section 2.4.4 regarding License Office Relocation.
- 2.2.2 Implementation of Services – Upon the state agency’s authorization to proceed with services, the contractor shall work with the state agency, the preceding contractor identified in Attachment 1, and any other organizations designated by the state agency to ensure a professional, orderly, and timely transition of services and responsibilities under the contract and to ensure the continuity of license office services required by the state agency.
- a. Contract Compliance - The contractor shall be in compliance with all contract requirements and commitments identified in the contractor’s awarded proposal no later than thirty (30) business days after the state agency’s authorization to proceed with services or opening date of the office as specified by the state agency, whichever

is later. The contractor shall assign a contract compliance representative with authority to act on behalf of the contractor in all matters related to the management of the contract.

- b. Personnel - The contractor must employ and provide a minimum number of personnel as approved by the state agency to cover at least one half of the state agency provided workstations prior to an opening date being set by the state agency. If the state agency has determined that no state agency approved personnel have previous license office experience, training shall be required before an opening date will be set by the state agency. The contractor shall have thirty (30) calendar days after the opening date to provide sufficient staff to operate workstations in a manner consistent to meet any proposed wait time or other transactional wait times required herein, as well as during peak hours. (The peak hours will be determined by the contractor using the Titling and Registration Intranet Processing System (TRIPS) to generate peak flows in customer transactions.) All state provided workstations shall be manned during the last seven (7) business days of each month. All driver licensing workstations must be manned on days in which the closest highway patrol examination station is providing testing services.
- c. Opening:
  - 1) The contractor must open and operate the license office by no later than the time frames outlined below, unless otherwise approved by the state agency.
    - (A) If the license office will be located at a location other than the license office location identified on Attachment 1, the contractor must open the license office by no later than forty-five (45) business days after the state agency's authorization to proceed with services.
    - (B) If the license office will continue to operate at the location identified on Attachment 1, the contractor must open the license office by no later than thirty (30) business days after the state agency's authorization to proceed with services.
    - (C) The contractor's license office operations may cease only for three (3) business days to transition from the preceding contractor to the contractor, unless otherwise approved by the state agency.
    - (D) If the license office identified on Attachment 1 is closed at time of award, the contractor must work with the state agency to expedite opening within the time frame specified by the state agency.
    - (E) If the preceding license office contract will not expire beyond the time frames stated above, the contractor must take possession of the office by 1:00 p.m. of the official end date of the preceding contract and must open the office within the time frame stated above.
  - 2) The contractor shall not open the license office or begin providing services until authorization to open has been obtained from the state agency.
  - 3) After opening the license office, if requested by the state agency, the contractor shall allow the preceding contractor identified on Attachment 1 to have supervised access to review any records needed in order to reconcile the closing inventory.
- d. Records:
  - 1) The contractor must accept the audit copies and records of transactions from the current contractor identified on Attachment 1 and shall secure and maintain such records in accordance with the state agency's confidentiality, record retention, and destruction requirements.

## 2.3 Contractor Personnel:

- 2.3.1 License Office Personnel Requirements – The contractor shall agree and understand that part of the state agency's mission is to provide excellent customer service to all license office customers; having experienced, well-trained staff helps facilitate such. Therefore, at a minimum, the contractor must:



- a. Provide sufficient staff to operate all state-owned equipment, in addition to driver license workstations, during peak hours, other times demonstrated by customer wait times, last seven (7) business days of each month, and the closest highway patrol testing days.
  - 1) The peak hours will be determined by the contractor using the Titling and Registration Intranet Processing System (TRIPS) to generate peak flows in customer transactions.
- b. Provide sufficient staff to perform all office duties and functions required by the state agency to maintain appropriate wait times. If the state agency determines that wait times are unreasonable, upon request of the state agency, the contractor shall provide additional personnel. The contractor shall understand and agree that offices that process fewer than 1,200 driver license transactions each year are not required to staff both the motor vehicle and driver license workstations at the same time, except as stated in 2) below.
  - 1) Minimum Dress Code - License office staff must adhere to the minimum dress code as described in Attachment 3.
  - 2) Commercial Driver License (CDL) Testing and Commercial Learner's Permit (CLP) Standards (49 CFR Parts 383, 384, 385) Final Rule requires that two (2) individuals process CDL transactions, one (1) to process the transaction and one (1) to be the second (2nd) reviewer before the transaction is finalized. Accordingly, if the contractor processes CDL transactions, the contractor must use at least two (2) trained license office personnel to process CDL transactions. If the contractor does not have two (2) such trained personnel available in the license office, the contractor may not process CDL transactions.
- c. Provide customer service that takes care of the customer's needs by providing and delivering professional, helpful, high quality service and assistance before, during, and after the customer's transaction needs are met.
- d. Ensure that license office personnel do not have personal cell phones at the counter when processing license office transactions.
- e. Post the state agency form disclosing the minimum hourly wage as specified on Exhibit A of the contractor's awarded proposal for which points were awarded, in a non-public work area visible to all personnel. The state agency reserves the right to verify the minimum hourly wages paid by the contractor by any means appropriate including, but not limited to, the following:
  - 1) Requesting and obtaining payroll records for all previous and current personnel;
  - 2) Requesting and obtaining any other records that would provide verification to hourly wages of all license office personnel; and
  - 3) Communicating with any previous and current personnel.
- f. Follow all state and federal laws.
- g. Assign a Contract License Office Manager, as defined in Attachment 3, with authority to act on behalf of the contractor in all matters related to the contract, and provide the state agency with the individual's name, title, direct phone number, and email address.
  - 1) The role of Contract License Office Manager includes maintaining professional and courteous relationships with the contractor, other license office personnel, Missouri Department of Revenue personnel, customers, and other stakeholders. A Contract License Office Manager shall commit to providing accuracy, courtesy, and respect of time for all customers.
  - 2) A Contract License Office Manager shall ensure license office personnel are trained to process transactions, provide customer service, and comply with the state agency policies and procedures and related federal, state, and local statutes and regulations. A Contract License Office Manager will also be responsible for daily monitoring of license office personnel performance to ensure accuracy and to detect and deter fraud.
  - 3) A Contract License Office Manager represents and acts as an agent on behalf of the contractor in all duties and responsibilities regarding the operations of the license office. The contractor shall be held

accountable for the license office personnel and the Contract License Office Manager's performance, actions, and compliance with contractual and legal requirements.

- 4) A Contract License Office Manager will respond and take corrective action to audit findings and in response to Field Coordinator findings of deficiencies in contractual or legal obligations.
- 5) 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.
- 6) 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 Officer 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.
- 7) Additional requirements and expectations regarding the duties and commitments of a Contract License Office Manager can be found in Attachment 8, which are hereby incorporated into the contract by reference.

2.3.2 Authorized License Offices Access – The contractor shall submit to the state agency all required documents for individuals as required by state agency policies and procedures. The contractor shall not give the contractor's individual employees access to any state agency records or systems until approval is received from the state agency.

a. Tax, Vehicle Registration, Confidentiality, and Background Security Clearance – The state agency has zero tolerance for failure to comply with the requirements below, including the contractor, any named officers of the contractor, including, but not limited to, the officers identified in Exhibit A, Section D-3 Officer(s), and license office personnel. Any such failure shall be considered a breach of contract and subject to available remedies, including contract cancellation. The contractor shall:

- 1) Timely file and pay, each year as required, or at the frequency required by each applicable taxing entity, all state and federal income, sales, withholding, corporate, and any other required Missouri taxes, including interest and additions to tax in their business(es) and personal name and spouse's name, if married and filing a joint return;
- 2) Pay all sales tax and personal property tax, and properly title all motor vehicles, trailers, vessels, and outboard motors owned, co-owned, or leased by such entity or person and their business(es), unless otherwise exempt by law; and
- 3) Be of good moral character and pass an initial and, if required, an annual name or fingerprint criminal record check completed by the Missouri State Highway Patrol as identified in [Section 43.530, RSMo](#). Fingerprint checks are required for any license office personnel processing or second reviewing driver or non-driver license transactions. The determination of passing the criminal record check shall be made by the state agency.

2.3.3 U.S. Authorized Personnel – 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 the Immigration and Nationality Act (INA) [Section 274A](#).

a. If the contractor is found to be in violation of this requirement or the applicable state, federal, or local laws and regulations, or 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 shall have the right to withhold, by ACH debit to the contractor's fee account, up to twenty-five percent (25%) of the total amount of the contractor's fees collected during the time the individual(s) was employed.

- b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies, including the state agency as requested.
  - c. 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 (see <https://www.e-verify.gov/>) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein.
    - 1) Enroll and participate in the E-Verify federal work authorization program (see <https://www.e-verify.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
    - 2) Provide to the state agency the documentation required in Exhibit D (Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization) affirming the contractor's enrollment and participation in the E-Verify federal work authorization program (see <https://www.e-verify.gov/>); AND
    - 3) Submit to state agency a completed, notarized Affidavit of Work Authorization provided in Exhibit D (Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization).
- 2.3.4 Anti-Discrimination Against Israel Act Certification Exhibit Instructions - Regardless of company status or number of employees, the vendor is requested to complete and submit the applicable portion of Exhibit F (Anti-Discrimination Against Israel Act Certification) with their response. Pursuant to Section 34.600, RSMo, if the vendor meets the Section 34.600, RSMo, definition of a "company" and the vendor has ten (10) or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in Section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.
- 2.3.5 Subcontracting – For purposes of the contract, a subcontractor is an individual or business entity that contracts to perform part or all of the obligations of another's contract. Subcontracting is not allowed with regard to any service that is required as part of the contract, unless prior written approval is granted by the state agency.
- a. The contractor shall not use subcontracts for anything other than what is specified below:
    - 1) For supporting products or other services (such as office cleaning personnel, maintenance and repair personnel, IT staff, payroll and human resource services, etc.), but must include appropriate provisions and contractual obligations to ensure the subcontractor is aware 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. The contractor:
      - (A) Shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract including, but not limited to, ensuring the subcontractor abides by all state and federal laws regarding employment of lawfully present individuals;
      - (B) Shall remain responsible for providing the services as described and set forth herein; and
      - (C) Must obtain the state agency's prior written approval for personnel provided via a subcontract and provide documentation as required by the state agency policies and procedures.
  - b. 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 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 the contractor received a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
  - c. The state agency reserves the right to request replacement of any subcontracted personnel. The state agency's decision shall be final and without recourse and may be based on documentation in addition to what the contractor provides.

- d. The state agency may annually require the contractor to obtain the state agency's approval in order to continue to allow access to the public customer service working area and any non-public working area of the license office to such personnel provided via a subcontract.

2.3.6 Training and Meeting Requirements – The contractor must ensure license office personnel are trained to process transactions, provide customer service, and comply with the state agency policies and procedures and related federal, state, and local statutes and regulations. Contract License Office Manager shall be trained on day-to-day business operations, including but not limited to processing voids, inventory control, deposits, preparing shipments, etc. If requested by the state agency, the contractor's personnel shall complete competency testing administered by the state agency. The contractor's failure to ensure staff are properly trained and educated in state agency policy and procedure may result in the cancellation of the contract.

- a. If the state agency has any required training, the contractor shall agree and understand that the training sessions may be held online, regionally, or in Jefferson City, Missouri, at the discretion of the state agency.
- b. All license office personnel must participate in any in-person, online trainings, and webinars required and provided by the state agency throughout the effective period of the contract.
- c. The contractor must provide annual customer service training and cultural diversity training to all license office personnel and maintain documentation regarding the training dates and attendees.
- d. The contractor shall be responsible for the cost of all required training and education for license office personnel to effectively and correctly perform the requirements of the contract.
- e. The contractor must require new employees to complete any trainings as outlined in state agency policies and procedures, and any job shadowing as proposed in Exhibit A, Section A-2. If the contractor proposes any job shadowing, the new employee and seasoned employee must complete Form 5915 (self-certification of training completion). Hours may be accrued over a six (6) month period of time from date of hire.

2.3.7 Non-Compete – The contractor shall understand and agree that the state services provided pursuant to the terms and conditions of this contract, and the manner in which license office transactions are performed, are not trade secrets, proprietary information, or confidential information that is personal to any one contractor. The contractor's business documents must not contain any non-compete provision in any way related to the state services provided pursuant to the terms of this contract; and the contractor's employees must not be required, in any way, to enter into a non-compete agreement in return for employment, or continued employment, within the license office.

2.3.8 State Agency Communications - The contractor must disseminate state agency communications intended for license office personnel to all license office personnel and ensure employees affected by the state agency communication comply within any timeframe required by the state agency communication or by state agency policies and procedures.

## 2.4 Location and Security:

2.4.1 License Office Location – The contractor shall provide an office location that must be clean, organized, smoke-free, and adequately heated and air conditioned each day for the duration of the contract. The location shall:

- a. Be located within the geographic location specified on Attachment 1, unless otherwise approved by the state agency in writing;
- b. Not be a personal residence;
- c. Comply with the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) and Missouri Human Rights Act, and all regulations promulgated thereunder. (see Code of Federal Regulations (CFR), Title 28, Parts 35 and 36);
- d. Have access to a restroom for personnel use with adequate plumbing that meets or exceeds health department standards, including hot water and any other restroom facilities as stated in Exhibit A, Section B-1 of the contractor's awarded proposal;

- 1) If the contractor proposed to provide, and points were awarded for, a restroom located in the contractor's license office that will be available to the public, such restroom must be cleaned on a daily basis and must be functioning with little to no closure during the regular business hours.
  - e. Provide access for delivery of inventory by a semi-tractor trailer; and
  - f. Provide parking:
    - 1) For customers within the immediate proximity of the license office;
    - 2) For disabled customers as required by the ADA; and
    - 3) Which, to the extent possible, should be:
      - (A) Off-street with easy access in and out;
      - (B) Free of charge; and
      - (C) A solid surface (paved, asphalt, etc.).
  - g. Signage:
    - 1) A sign identifying the license office must be visible from the nearest public street, unless otherwise approved by the state agency.
    - 2) The license office name and the days and hours of operation must be displayed near the entrance of the office and shall be professional and not printed on a piece of paper and taped in the window.
    - 3) All office signs must provide clear, legible text and be approved by the state agency prior to installation and be permanent and professional. Vinyl signs are only acceptable during the first sixty (60) calendar days of a location being opened unless approved by the State agency in writing.
    - 4) Any replacement sign(s) must be approved by the state agency prior to placement.
  - h. The contractor must paint walls or replace flooring at additional times if the state agency determines the area has deteriorated beyond acceptable state standards.
  - i. If at any time during the contract the state agency determines the license office location has fallen into disrepair and requires repairs such as painting, flooring, etc., the contractor must make the state agency required repairs within thirty (30) days of written notification from the state agency.
- 2.4.2 Alternate License Office Location – Within ten (10) calendar days from the date of authorization to proceed, if the contractor is unable to identify a suitable location within the city limits as specified in Attachment 1, the contractor may request approval of an alternate location in writing in accordance with this section.
- a. The alternate location must be within five (5) miles from one of the following:
    - 1) The current license office location;
    - 2) If there is no current license office location, the most recent location of the license office; or
    - 3) If there is no recent license office location, the city hall or as close to the center of the city as possible.
  - b. The contractor must provide detailed, substantive proof demonstrating that:
    - 1) The contractor made reasonable efforts to identify an acceptable location within city limits; and
    - 2) A suitable location meeting all contractual requirements within city limits does not exist; or

- 3) It would be cost prohibitive to purchase or lease property within the city limits and that the cost to purchase or lease outside city limits is significantly less; or
  - 4) The proposed alternate location outside city limits will better serve motor vehicle and driver licensing customers when compared to available locations within city limits.
- c. The state agency reserves the right to reject any requested alternate location if the location is beyond the distance requirements in subsection a, or if the contractor fails to provide adequate substantive proof as required by subsection b, or may be based on information in addition to what the contractor provides. The state agency's decision shall be final and without recourse.
- d. Unless approved in writing by the state agency, this section shall not modify or extend any of the deadlines established under 2.2 Transition of License Office Operations.

2.4.3 License Office Size and Floor Space – The contractor's license office space must consist of the areas listed below. Refer to Attachment 1 for the minimum square footage requirements and recommendations.

- a. Customer waiting area with, at a minimum, seating for customers who are elderly or have a disability. Seating must be made of sturdy construction with arms for individuals to easily rise out of.
- b. Customer service working area:
  - 1) The contractor must provide a customer service counter or a desk of sturdy construction for each workstation, as defined below. In the customer service working area, state equipment should not be placed directly on the floor.
    - (A) A motor vehicle workstation currently consists of a computer and printer, although one (1) printer may be shared between two (2) workstations, document scanners may be provided for each workstation in the future and space should be available to accommodate.
    - (B) A driver license workstation currently consists of a computer, printer, document scanner, vision machine, camera, and signature tablet. A camera, vision machine, and signature tablet may be shared between workstations.
    - (C) At a minimum, one (1) driver license workstation must accommodate customers who are elderly or have a disability and may need to be seated during transaction processing and shall meet ADA requirements.
- c. Inventory storage area:
  - 1) Must accommodate and store the license office inventory (refer to Section 2.9 – Inventory for a listing of the items deemed as "inventory").
  - 2) May be used for storing office supplies and other items related to transaction processing (e.g., unmailed shipments, undeposited state monies, surrendered driver or nondriver licenses, unexpired surrendered license plates, etc.).
  - 3) Must be a lockable storage unit, stationary safe that is securely affixed to a non-movable surface, walk-in safe, vault, room, closet, cabinet, or a combination therein that is separate from the customer waiting area and located within the license office.
  - 4) Must be locked during non-operating hours and must not be accessible to the public.

2.4.4 License Office Relocation – The contractor must obtain the state agency's written approval of any change in the license office location prior to the relocation of the license office.

- a. The contractor shall be responsible for all moving or relocation expenses, including advertising expenses and those relating to moving all state provided and contractor owned items, excluding driver license workstation equipment as specified on Attachment 1, which shall be moved by the state agency's designee.

- b. Offices shall not be closed more than two (2) business days for an office relocation, unless otherwise approved by the state agency.

2.4.5 License Office Security System and Cameras – The contractor must protect the license office and its contents with a security system and security cameras. The security system and cameras must be installed, operational, and connected to a surge protector prior to opening the license office. The security system and cameras must comply with the following:

- a. Security System:

- 1) Must be activated at all times the office is closed for business;
- 2) Must be able to detect entry through all windows and doors that are entryways into the license office;
- 3) Must, when available in the community, provide the means to notify local law enforcement, the contractor, and any other necessary individuals should a breach of security occur when the office is closed for business; and
- 4) Must be repaired or replaced immediately if the security system becomes inoperable.

- b. Security Cameras:

- 1) The license office must be equipped with security cameras to fully view all areas of each entrance to the license office, customer service waiting area, customer service working area, any non-public working areas, and all entrances to the inventory storage area;
- 2) Must be repaired or replaced immediately if the security cameras becomes inoperable;
- 3) The contractor must maintain a minimum of the last sixty (60) calendar days of recorded video;
- 4) Each security camera must be:
  - (A) Operational at all times the license office is open;
  - (B) Activated when motion is detected after hours;
  - (C) Equipped with infrared (night vision). Day/night cameras are acceptable if the license office has “always on” lighting or motion-activated lighting;
  - (D) Color for both day time and night time;
  - (E) Digital, including an internet protocol with a minimum resolution of 1080p; and
  - (F) Equipped with at least 2 megapixels of resolution, per camera.
- 5) The security cameras video recording and storage system must:
  - (A) Have zoom capability that allows the user to zoom in on footage to gain a better visual of the event being viewed;
  - (B) Not record personal information from source documents as prescribed in [Section 302.170, 302.185, and 302.188, RSMo](#);
  - (C) Record motion detected after business hours;
  - (D) Have a minimum 1 terabyte storage capacity;
  - (E) Be kept secure;
  - (F) Allow state agency personnel or other authorized individuals access to view security camera footage immediately upon request; and

- (G) Be able to download a copy of the security camera media if requested by the state agency within the time frame specified.
- c. The state agency may, at its discretion, install its own security cameras on the premises of the license office. The state agency's cameras will function in addition to, rather than in replacement of, the cameras described in the previous provisions of the contract, and are neither required to meet, nor limited to, the specifications for the cameras described in the previous provisions of the contract. The state agency's cameras will transmit data via the contractor's data lines and/or a system installed by the state agency, at the state agency's discretion. The state agency's cameras may also store data locally, which the state agency may retrieve at its discretion without tampering by the contractor. The state agency's cameras may be used for purposes including, but not limited to:
  - 1) Resolving disputes relating to events alleged to have occurred in or near the contractor's license office;
  - 2) Ensuring the contractor's compliance with the contract;
  - 3) Assisting law enforcement agencies including, but not limited to, the Compliance and Investigation Bureau of the state agency; and
  - 4) Evaluating the quality of the services provided by the contractor.
  - 5) Any tampering or interfering by the contractor with the state-owned security camera(s) may result in the immediate cancellation or termination of the contract.
- d. Other Security Measures – The contractor shall agree and understand that as changes in security needs or technology occur, the contractor must make corresponding changes within the timeframe specified by the state agency in writing.

## 2.5 License Office Equipment, Materials, and Cleaning Procedures:

### 2.5.1 State Agency-Provided Equipment and Materials:

- a. Driver License Workstation Equipment and Motor Vehicle Workstation Equipment – The state agency shall provide the contractor with driver license and motor vehicle workstation equipment as specified in Attachment 1 and as defined in the section License Office Location and Security.
  - 1) Driver License workstation equipment needing replacement due to normal wear and tear will be replaced and installed by the state agency designee.
  - 2) Black lights, magnifying glasses, and void punches needing replacement due to normal wear and tear will be replaced by the state agency, if available. If not available, but still required by the state agency, the contractor must replace such items.
  - 3) Once installed, the contractor shall not move any equipment without prior written approval of the state agency.
  - 4) Computer software applications or updates required for license office operations shall be installed by the state agency or its designee;
- b. State-Provided Materials:
  - 1) The state agency will provide the contractor with forms, procedures, and manuals in an electronic or paper form.
    - (A) Forms that are not provided in paper form by the state agency must be printed at the contractor's expense.

### 2.5.2 Contractor-Provided Equipment and Materials:



- a. The contractor shall provide all other equipment and materials necessary to meet the business demands of the license office.
- 1) The contractor must supply additional motor vehicle workstation equipment at the contractor's expense, if the state agency:
    - (A) Increases the number required, but does not provide the additional equipment;
    - (B) Decreases the number supplied, but does not decrease the corresponding number required; or
    - (C) Determines replacement is required if broken or inoperable and no replacement is available or if machine was broken or rendered inoperable due to misuse by license office personnel.
  - 2) The contractor may further enhance customer service by providing additional motor vehicle workstations upon approval of the state agency. All contractor-provided workstation equipment shall be installed at the contractor's expense and must meet or exceed state agency requirements.
    - (A) Contractor-provided equipment shall remain the property of the contractor.
    - (B) For any contractor-provided equipment, the state agency will install and administer any state agency-designated software applications or updates that are required for license office operations and shall retain ownership of and to any such computer software applications and updates.
    - (C) All contractor-provided workstation equipment must be wiped prior to its removal from service in a license office. The state agency will coordinate this responsibility.
    - (D) Contractors are encouraged to obtain a restore disk at the time they purchase the computer to use after the machine is wiped.
    - (E) The repair and maintenance of any contractor-provided equipment shall be the responsibility of the contractor.
- b. Contractor-Provided Materials – The contractor shall provide the following materials:
- 1) Cash drawers;
  - 2) "Validation" and "For Deposit Only" stamps;
  - 3) Toner cartridges for printers. Specific toner cartridges may be required if such is necessary to maintain the integrity of the printer, if the state agency determines it is more cost efficient to contract with a managed print company, the contractor shall pay the cost of the service for the office and the cost will be the same or less than the cost of the consumables for the current printers;
  - 4) Printer maintenance kits and imaging units for motor vehicle workstation printers;
  - 5) Wiring, cable, and connectivity in compliance with Attachment 5;
  - 6) A machine(s) with the ability to fax, copy, and scan, with connection separate from the telephone system;
  - 7) Office supplies including, but not limited to, postage and mailing materials; and
  - 8) A telephone system having, at a minimum, one phone line separate from the fax line, and an answering machine or voice mail system.

2.5.3 Cleaning Procedures – The office must present in a professional manner with regular cleaning and routine maintenance.

**2.6 Operating Hours and Days:**

- 2.6.1 Except for days of closure, as specified below, the license office must at least meet the minimum operating hours and days specified on Attachment 1, except for changes otherwise approved by the state agency, in writing. In addition, the license office must:
- a. Not open for business before 7:00 a.m. central time or remain open for business past 7:00 p.m. central time, Monday-Saturday; and
  - b. Not open for business on Sunday.
- 2.6.2 Days of closure must be submitted to the state agency in the method specified by the state agency including, but not limited to, any state holidays the office wishes to observe.

**2.7 Advertising and Public Notification:**

- 2.7.1 The state agency will post the license office address, telephone number(s), holidays closed, hours and days of operation outlined in the contractor's awarded proposal on the state agency's website as public information (see <https://dor.mo.gov/license-office-locator/>).
- 2.7.2 The contractor shall:
- a. If applicable, ensure all online resources are updated to reflect accurate information, such as Google, Yelp, etc., as well as the contractor's website, social media accounts, etc.

**2.8 Customer Satisfaction:**

- 2.8.1 Customer Feedback - The contractor shall evaluate feedback on an ongoing basis and shall use the information gained to continue to improve or enhance quality service. The state agency may, at its discretion, connect and install customer feedback device(s) to gather and monitor customer feedback and/or wait times. The contractor must encourage feedback through the use of the state agency's Customer Satisfaction Survey (see <https://dor.mo.gov/survey.php>) or complete a Customer Satisfaction Survey card (Form 5272A).
- 2.8.2 Wait Times – If proposed in the contractor's awarded proposal, the contractor must maintain the stated wait times. If the contractor did not propose a wait time measure, services to customers must be performed in a reasonable timeframe (estimated at thirty [30] minutes) that meets overall customer and state agency expectations. To ensure compliance, the contractor must take appropriate action to ensure customer wait times are not excessive by utilizing all state agency provided equipment. The state agency may, at its discretion, connect and install customer feedback device(s) to gather and monitor customer feedback and/or wait times.
- a. If the state agency determines that the contractor has failed to provide service to customers within a reasonable timeframe on a continuous basis, the state agency may require the contractor to take any necessary steps to guarantee wait times will meet customer and state agency expectations including, but not limited to:
    - 1) Hiring additional staff or having additional staff during certain periods of time;
    - 2) Purchasing and staffing additional contractor owned computers or workstations; or
    - 3) Requiring additional training of all office personnel.
- 2.8.3 Response to Customers – The contractor must respond to any and all feedback or concerns within three (3) business days after receipt. The state agency retains the right to view all license office state issued email accounts. This includes monitoring to ensure correspondence is being handled in a timely, professional, and accurate manner.
- 2.8.4 Assistance to Customers – If the contractor proposed to provide any of the assistance to customer items identified in Section B of Exhibit A in the contractor's awarded proposal and points were awarded to the contractor, the contractor shall comply with the following. The contractor shall agree and understand that all assistance to customer items proposed must be operational during the contractor's hours of operation and must be replaced within two (2) business days after failure.

- a. Pre-Screener - If proposed in the contractor's awarded proposal and points were awarded to the contractor, the pre-screener must check customer's paperwork for completeness as the customer enters the license office. The contractor's pre-screener must be knowledgeable of motor vehicle and driver licensing procedures, including but not limited to all required and acceptable documents needed to process the customer's transaction. The contractor's pre-screener must provide services for at least the minimum percentage proposed based upon the total number of hours the license office is opened, as proposed in Exhibit A of the contractor's awarded proposal. The contractor must maintain records of the dates and times that the pre-screener works in the office, and where a contractor does not propose to have a pre-screener in the office 75% or more of the time, it is preferred that the contractor utilize the pre-screener during the last seven (7) business days of the month or at other times where there are high transaction volumes. The contractor is not prohibited from utilizing the pre-screener for other business-related purposes where there are no customers to greet and assist in the office.
- b. Monitors - Must, at a minimum, display what customers must submit to complete transactions. Monitors must not be used for TV programming. If requested by the state agency, the contractor shall provide government related information to customers on the displays.
- c. Take a Number System - May be manual or electronic, must be accessible to customers as the customer enters the contractor's license office, and must be in use even when the contractor's license office is not busy. (If the state implements a uniform numbering system, the contractor shall be required to implement and utilize the state provided system regardless of whether or not the contractor proposed a numbering system.)

2.8.5 Miscellaneous – If the contractor proposed to provide any of the items identified in Exhibit A, Section C in the contractor's awarded proposal and points were awarded to the contractor, the contractor shall comply with the following, as applicable.

- a. Private working area for State of Missouri staff member must meet or exceed the following:
  - 1) The area must include a desk or table and a chair for their use and be free of clutter. If the area is not specific to state agency staff, they must at a minimum have access to meet privately with staff, as needed, and to perform job duties while in the office. This space cannot be a bathroom, closet, or outside the license office, and must not be in the customer service working or waiting area.
- b. Separate, non-published phone number - The phone number will be used by state agency staff and may not be an individual's personal cell phone. The phone must be located in the office at all times, and cannot be a roll-over line from the main number. The number must be associated with this office only and may be a landline or cell phone.
- c. Security system that will allow the state agency's Central Office to have access to view the security system cameras via the Internet at any time, without requesting permission. The remote access must allow for real-time review as well as access to the required sixty (60) calendar days' worth of recorded data. Access will be used by the state agency to monitor customer wait times and staffing requirements as well as be utilized for any fraud reviews. Access must include all customer working and waiting areas.
- d. Panic Buttons - Panic buttons must be installed prior to the office opening and must be functional at all times.
  - 1) If only one panic button will be installed it must be placed in such a manner that it is accessible to all license office employees and must be in the public customer working area.
  - 2) If a panic button will be installed under every workstation at the customer service counter/desk, the buttons shall be installed in such a manner that they are easily accessible, but not installed in such a manner that they could accidentally be pressed while doing normal daily job functions.

## 2.9 Inventory:

2.9.1 Inventory Monitoring and Accountability - The contractor shall maintain and monitor inventory as prescribed by the state agency. The contractor shall be liable for and upon notice pay the state agency for the full retail value, as determined by the state agency, of any unidentified or missing inventory. The contractor shall implement controls to accurately account for all inventory. Please refer to Section 2.10.2 for safeguarding requirements of small inventory and working stock. For purposes of the contract, "inventory" shall include, but not be limited to:

- a. Motor Vehicle Inventory – official numbered forms, license plates, tabs, permits, and decals; and
- b. Driver License Inventory – official numbered forms, driver license security paper, and motor voter paper.

2.9.2 Inventory Ordering and Deliveries – The contractor shall order inventory once a month or be on an allotment schedule, as determined by the state agency. Shipping costs may be assessed to the contractor if more than two orders are placed in a month.

## **2.10 Fee and Tax Collection:**

2.10.1 Collection of State Monies - The contractor shall process transactions, notices of lien, provide fax reception services, and collect the required taxes and fees (hereinafter referred to as “state monies”) from customers in accordance with the most current federal, state, and local statutes and regulations.

- a. Forms of Payment – The contractor must accept cash, checks, credit cards, and debit cards and must utilize and comply with the State of Missouri E-Payment Services contract, including collecting the required surcharge or convenience fee (see the Background Information section of the contract for information about the E-Payment Services contract).

1) The contractor shall have an account with a financial institution of their choosing. The contractor’s account shall allow for Automated Clearing House (ACH) debits and credits to the contractor’s fee account. The state agency shall debit the contractor’s fee account via ACH for amounts due the state agency which include, but are not limited to:

- (A) Criminal record check charges;
- (B) Unidentified or missing inventory;
- (C) Shipping charges for excess shipping of inventory;
- (D) Contractor fees due to a customer’s insufficient funds;
- (E) Deductible amount due from any claim from the crime insurance (bond);
- (F) Liquidated damages;
- (G) Bank corrections; and
- (H) Any other amount owed to the State of Missouri, including but not limited to additional monies owed because of the contractor’s employee errors including, but not limited to, incorrectly processed specialty plates.
- (I) ACH accounts must remain open six (6) months following the license office closure.

2) Likewise, the state agency shall credit the contractor’s fee account any time funds are required to be returned to the contractor.

- (A) Currently state monies shall be deposited daily using the Central Bank remote deposit system. If the state banking contract changes, as referenced in the Other Contracts paragraph of the Background Information section of the RFP, license office contractors will be required to adjust their business practices to meet the requirements of the state’s banking contract. Every effort will be made to ensure no undue burden is passed on to the license office contractor. Currently a check reader will be provided to each office by Central Bank. See Attachment 3 for definitions of remote deposit.

- b. The contractor shall not engage in “lapping.” If the state agency finds evidence of “lapping” has occurred, the state agency will seek all remedies available including but not limited to cancellation of the contract. See Attachment 3 for definition of “lapping.”

- 2.10.2 Requirements for Safeguarding – At all times, the contractor shall secure and protect all equipment and applications, inventory, state monies, information, transaction copies, shipment records, and all other resources of the license office or state agency. The contractor shall implement and maintain office practices and procedures designed to minimize the risk of fraud, ensure accountability in transaction processing, and prevent misuse of, loss of, damage to, and unauthorized access to such resources. The contractor shall:
- a. Use individually assigned user identification numbers (“userids”) assigned by the state agency and maintain passwords created by the user to process transactions.
  - b. Ensure the integrity of userids and passwords for access to the state system to process transactions. Such efforts must include, but not necessarily be limited to, not posting or sharing userids or passwords, and prohibiting absolutely the use of a userid by anyone other than the individual to which that userid is assigned.
  - c. Maintain all inventory (refer to 2.9.1) in a secured area (monitored by security cameras) and all undeposited state monies in a secure, locked area during open hours of operation.
  - d. Maintain license plates for immediate issuance (working stock) in a secure area. Store small inventory items (i.e. tabs, decals, permits, license issuance materials), driver license security paper, excess license plates (other than working stock), and unmailed shipments in the approved locked inventory storage area that is protected by the security system and security cameras after business hours.
  - e. Store any surrendered driver or nondriver licenses, unexpired surrendered license plates, fraudulent document training materials, undeposited state monies, and unmailed shipments in the approved locked inventory storage area or other locked area that is protected by the security system and the security cameras.
  - f. Maintain copies of transactions, transaction receipts, transaction reports and listings and any other documents that contain personal information, other than unmailed shipments listed above, in a secured area (monitored by security cameras) within the working area of the license office or other area approved by the state agency. These documents may be stored in a locked room, locked storage, locked file cabinet, or other secure area within the working area of the license office or other area approved by the state agency.

## **2.11 Additional Services and Requirements:**

- 2.11.1 Notary Public – During all operating hours, the contractor must have notary services available for customers in the license office for business relating to the services provided by the contractor pursuant to the contract. The notary services performed must comply with all notary statutes, including the posting of the service in a notary journal. The office may not charge more than allowed by Section 136.055, RSMo, for the notary service, see Attachment 2.
- 2.11.2 Additional Business Products and Services:
- a. Upon request of the state agency, the contractor shall provide space, electricity, and Internet connection for an operational kiosk in the license office for use by customers to research unclaimed property held by the Missouri State Treasurer. If such is required, the kiosk will be provided and installed by the Missouri State Treasurer’s Office.
  - b. If requested by the state agency, the contractor shall provide additional State of Missouri governmental services in the license offices after the state agency analyzes specifics such as space considerations, hours of operation, transaction volume, etc. The additional State of Missouri governmental services may include, but are not limited to, storage of surrendered plates from other license offices.
  - c. The contractor shall prominently display posters, brochures, or other public information materials in the license office upon request and in accordance with instructions provided by the state agency. The contractor must provide a bulletin board for such items or must frame all items to present a professional image.
  - d. Except for the items listed below, the contractor must obtain the prior written approval of the state agency for any other business being conducted in the license office. The contractor shall ensure that no other business proceeds or records are comingled with license office operations. The contractor shall not solicit license office customers in regard to the contractor’s other business. Contractors shall not advertise or solicit business within the license office that could be viewed as a conflict of interest including, but not limited to, auto insurance sales, traffic lawyer services, etc.

- 1) Sale of non-alcoholic beverages, candy, or snacks. At no time should a broken or empty vending machine remain in the office for more than five (5) business days. If the machine is not repaired or otherwise made operable, it must be removed from the license office immediately.
- 2) Sale of license plate nuts, bolts, frames, or brackets which do not cover important license plate information.

## **2.12 Records and Monitoring:**

- 2.12.1 Contractor Records – The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles. The contractor shall:
- a. Retain all such records according to the state agency’s retention period or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, investigation, or other action involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of such action and resolution of all issues that arise from it.
  - b. Permit the state agency and authorized representatives of the State of Missouri to audit, examine, copy, or investigate any of the contractor’s records, procedures, inventory, receipts, and disbursements of any of the funds paid to the contractor and shall allow inspection of drawers, safes, file cabinets, and other inventory storage areas related to license office operations, immediately upon request.
- 2.12.2 Contract Monitoring – The state agency shall monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. Such monitoring shall include, but not be limited to, personal visits or requests by the state agency to review operations and records, which may include forwarding such records electronically to the central office. To help the state agency monitor and ensure contract compliance, the contractor shall neither prohibit nor discourage their employees from communicating with the state agency regarding items specified in the contractor’s awarded proposal. If it is determined that the contractor’s personnel have been coached or coerced as to how to answer questions asked by the state agency, the state agency will seek all remedies available to it, including cancellation of the contract. The contractor shall further agree and understand that cancellation of the contractor for this reason may impact future contract awards.
- a. The state agency may pursue other appropriate remedies for performance issues either in lieu of breach or in conjunction with the breach, which may include, but is not limited to, cancellation of the contract.
  - b. The state agency may cancel the contract immediately without notice if the state agency believes that the contractor or contractor’s personnel are committing fraudulent acts or if the state agency believes the license office is being mismanaged.
  - c. Changes to Contract – Other than the process described below, no other methods and no other documents, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract:
    - 1) State agency requested changes to the contract shall require a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the state agency prior to the effective date of such modification. If such amendment is rejected by the contractor, a new procurement process may be conducted and the contract may be cancelled.
    - 2) Contractor requested changes to the contract shall require a formal written request to the state agency in the required format at least thirty (30) business days prior to the effective date of the requested change, unless otherwise approved by the state agency in writing.
      - (A) Contractor requested changes to the contract that are agreeable to the state agency shall require a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the state agency prior to the effective date of such modification. The reasonableness of the contractor’s request and the impact the change to the outcome of the contract award will serve as the basis for the agency’s support of the contractor’s requested change. Such decision shall be final and without recourse. Any change approved shall be considered an enforceable contractual commitment.

- (B) If the state agency determines that the approved change negatively affected the contractor's performance or services provided, the state agency may rescind the approval in writing and require the contractor to return to the previous commitment and cure any performance deficiencies needed to satisfy contract performance requirements and commitments.
- d. The contractor shall agree and understand that if the state agency determines the contractor is manipulating or has deceptive practices regarding contract compliance, the state agency may take all actions available, including, but not limited to, cancellation of the contract.

## **2.13 Liquidated Damages:**

2.13.1 Provision of service in accordance with the requirements stated herein is considered critical to the efficient operations of the state agency as it fulfills its legal responsibilities. Since the amount of actual damages for the contractor's failure to provide services in accordance with those requirements would be difficult to establish and potentially cause the state agency to incur additional efforts, the amounts stated in Attachment 4 shall be considered reasonable and fair.

- a. The state agency will notify the contractor in writing of the reason for the liquidated damage assessment.
- b. All assessments of liquidated damages shall be in addition to, not in lieu of, the rights of the state agency to pursue other appropriate remedies, including cancellation of the contract.
- c. All decisions regarding the assessment, reduction, or waiver of liquidated damages shall remain solely with the state agency and shall be final and without recourse.
- d. The contractor is subject to the liquidated damage provisions outlined in Attachment 4 for violations that occur on or after the contract effective date.
- e. The contractor shall not pass liquidated damages on to the contractor's personnel. The contractor shall be subject to the available remedies, including, but not limited to cancellation of the contract for failure to comply with this requirement.
- f. The contractor shall understand and agree that any assessed liquidated damages shall not be construed as a penalty.

## **2.14 Other Requirements:**

2.14.1 Conflict of Interest:

- a. No person shall be employed or work in the license office if that person has any real or perceived interest, as provided in [Sections 105.452, 105.454, and 105.456](#), RSMo, which would directly or indirectly conflict in any manner or degree with the performance of the contract or the services provided herein.
- b. The contractor's officers and family members of the contractor's officers shall not have a real or perceived conflict of interest in regard to the operation of the license office and shall not acquire a real or perceived interest, directly or indirectly, which would conflict in any manner or degree with the performance of the contract or the services provided herein. For purposes of this paragraph, family member shall include spouse, parents, siblings, children, including stepchildren or foster children and their spouses.
- c. In order to prevent the potential for a real or perceived conflict of interest, if one of the contractor's officers or a family member of one of the contractor's officers is considering becoming: (1) an elected or appointed official with the state or any political subdivision, (2) an employee of an elected or appointed official with the state or any political subdivision, or (3) an employee of the state agency, the contractor must provide the state agency with information about the position prior to proceeding. The state agency will review the position and relationships and shall have the final determination as to what constitutes a real or perceived conflict of interest. The decision by the state agency shall be final and without recourse; however, the state agency will not make any such decision without providing the contractor an opportunity to present comments.

- 1) Accepting or otherwise serving in any position determined to have a real or perceived conflict of interest by the state agency shall constitute a breach of the contract and shall be subject to available remedies including, but not limited to, contract cancellation.
- 2.14.2 Lobbying – To the extent not otherwise prohibited by law, the contractor may be permitted to pursue legislative action relative to license offices, the laws related to the contractor’s position as license office contractor, or the laws governing the contractor’s duties. The contractor should notify the state agency in writing not less than five (5) business days prior to the commencement of any lobbying activity and should specify therein the nature and substance of any such lobbying activity. Failure to notify the state agency may result in cancellation of the contract.
- 2.14.3 Prohibited Activities – Noncompliance with any of the prohibited activities specified in the subparagraphs below shall constitute a breach of the contract and shall be subject to available remedies including, but not limited to, contract cancellation:
- a. Political Activity –The contractor, the contractor’s personnel, and/or the contractor’s officers shall not engage in political activities on the license office premises or in conjunction with the provision of services to customers. The contractor, the contractor’s personnel, and the contractor’s officers shall otherwise be permitted to engage in political activities to the extent permissible by law. This provision shall not be construed to encourage or permit the contractor or the contractor’s officers or personnel to interfere with any lawful political activity in the vicinity of the license office.
  - b. Gratuities – The contractor and the contractor’s personnel must refrain and are prohibited from accepting, directly or indirectly, any items of value, money tips, services, entertainment, loans, or other profit arrangements for personal benefit whether on their behalf or directed to their family members or friends from license office customers in exchange for services rendered in relation to the contract.
- 2.14.4 Prior History Requirements – The contractor shall ensure that:
- a. No owner, officer, or Contract License Office Manager, or any entity of which an owner, officer, or Contract License Office Manager is or has been an owner or officer of, has had a judgment rendered against them in a discrimination or employment-related lawsuit.
  - b. No owner, officer, or license office employee has had any state or federal felony conviction, guilty plea, or adjudication for fraud, embezzlement, forgery, identity theft, stealing, tax evasion, or other criminal acts involving dishonesty.
  - c. The above requirements are met for the duration of the contract. Failure to ensure the above requirements are met for the duration of the contract may result in immediate cancellation or termination of the contract.
- 2.15 Transition of Services:**
- 2.15.1 Upon expiration, termination, or cancellation of the contract, the contractor shall ensure an orderly and smooth transfer of responsibility and continuity of services required under the terms of the contract to the succeeding entity designated by the state agency. The contractor shall discontinue license office operations on the date and at the time specified by the state agency and comply with the steps below and in state agency policies and procedures. The contractor must:
- a. Transfer any office telephone number, fax number, or any other number associated with the office to the succeeding contractor or discontinue use if the succeeding contractor does not plan on taking the service over;
  - b. Discontinue use of the license office name as stated in Attachment 1 on the last day of operation;
  - c. Transfer or discontinue use of any and all websites and social media accounts that were setup on behalf of the license office;
    - 1) Any temporary sign(s) used directing individuals to other license offices must be provided by the state agency and must be removed within fifteen (15) business days of the opening of the new location.
  - d. Coordinate with the state agency to arrange for the hard drive to be wiped on any computers owned or leased by the contractor not being purchased by the succeeding contractor prior to completion of services;



- e. Arrange for any personal information remaining on the copy and fax machine's memory to be wiped or destroyed if the machine(s) is not being purchased by the succeeding contractor upon completion of services. The contractor must document such action and the date it occurred;
- f. Be present for a physical count of inventory (closing inventory) conducted by the state agency. The state agency shall reconcile the closing inventory report with the state agency's inventory records and shall provide the contractor with a closing Inventory Reconciliation Report;
- g. Relinquish the temporary registration permit inventory after the final inventory is taken;
- h. Notify the succeeding contractor at least ten (10) business days prior to the transition if all cabling/wiring will be removed or cut;
- i. Provide for a smooth transition of services without causing an undue hardship on the citizens served by the license office. The current contractor's failure to provide for a smooth transition may result in a breach of contract, and could be considered by the state in evaluations of future RFPs for license offices; and
- j. Complete other transition services as requested by the state agency.

#### 2.15.2 Third Party Involvement and Advertising:

- a. In operating the office, no information, advertisement, or display concerning private services should state, suggest, or imply that the state agency supports or endorses such services unless prior written approval is obtained from the state agency. As the office is being operated on behalf of the state agency, contractors must not advertise or display private services which present a conflict of interest, or may be perceived to present a conflict of interest to a reasonable person, in the location where information and state services are provided as contemplated or required by this contract. This includes online as well as in office advertisement and display of such private services. Examples of such services include, but are not limited to, the sale or leasing of automobiles, and insurance or legal services relating to driver licensure or motor vehicle registration.
- b. No third-party vendor should be used by the contractor for purposes of collecting personally identifiable information from motor vehicle and driver licensing applicants without the express, written consent of the state agency.
- c. Any violation of the Third Party Involvement and Advertising requirements specified herein may result in cancellation or termination of the contract.

**END OF PART TWO: SCOPE OF WORK**

**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 state agency'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 state agency 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:**

3.2.1 The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

**3.3 Termination:**

3.3.1 The state agency 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 seven (7) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the state agency, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

**3.4 Contractor Liability:**

3.4.1 The contractor shall be responsible for any and all personal injury (including death) or property damage involving any equipment or service provided under the contract. The State of Missouri shall not be liable in the event of loss, destruction, theft, damage, etc., for the equipment including, but not limited to, devices, wires, software, and technical literature. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

- a. 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 injury or damage.
- b. The contractor shall hold the State of Missouri, including its agencies, employees, and assignees, harmless for any 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.

- 3.4.2 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.
- 3.4.3 Except as otherwise provided by Missouri statute, the State of Missouri, including its officers and employees, shall not be responsible for any liability incurred by the contractor or the contractor's personnel, subcontractors, or employees, arising out of the contractor's ownership, selection, possession, leasing, rental operation, control, use, maintenance, delivery, or return of premises or equipment incidental to the performance of the contract, or for goods, products, or services performed by the contractor, except as otherwise provided in the contract.
- a. The contractor shall be liable for:
- 1) The performance of all provisions and requirements of the contract and for all monies and receipts including liquidated damages and inventory charges assessed during the contract or during transition, that have not been deposited;
  - 2) The safekeeping of all inventory, and other property of the state agency furnished to the contractor; and
  - 3) Any costs incurred by the state agency to collect sums due and payable by the contractor pursuant to the contract including legal fees and court costs to collect any unpaid amounts, and shall indemnify the state agency for the same.
- b. The contractor shall be liable for any loss or shortage, and shall be responsible for the performance of the terms and conditions of the contract.

### 3.5 Insurance:

- 3.5.1 Insurance – Except as otherwise provided by Missouri statute, 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.
- a. The contractor must acquire and maintain adequate liability insurance as outlined below.
- 1) Liability Insurance – The contractor must have 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 and to cover the contractor's license office(s), premises, equipment belonging to both the contractor and the state agency, and inventory against loss, damage and/or expense related to the contractor's performance under the contract. The insurance coverage shall include, but not be limited to, general liability, and either employment practices which includes civil rights violation coverage, or separate coverage for employment practices and civil rights violations.
    - ✓ The minimum amount of liability insurance including general liability, employment practices, errors and omissions, and civil rights violations shall be at least \$500,000 in total coverage per policy and shall include punitive damages. However, license offices that processed more than 25,000 transactions during the previous fiscal year (or the equivalent thereof if the office was not opened for the entire fiscal year) must maintain limits of at least \$1,000,000 in total coverage per policy.
    - ✓ The insurance must include an endorsement that adds the State of Missouri as an additional insured.
    - ✓ Following the contract award, the contractor must complete the Insurance Self-Certification for License Office Contract (Form 5630) and submit the completed form to the state agency by the date specified by the state agency, certifying the contractor has and will maintain the required insurance coverage for the life of the license office contract and will also maintain a copy of the required policy or policies and any related updates and Certificates of Insurance in the license office at all times for review by the state agency upon request. If requested by the state agency, the contractor shall submit an updated Form 5630 periodically during the life of the license office contract.

- ✓ Self-insurance coverage or another alternative risk financing mechanism may be utilized subject to approval by the State of Missouri, provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
  - ✓ Liquidated damages shall apply for noncompliance with liability insurance requirements as specified in Attachment 4.
- 2) Crime Insurance (Bond) – Prior to opening the license office for business, the contractor must have and maintain crime insurance (bond) deemed sufficient to cover the collections of the contractor and to ensure against loss by the State of Missouri and the state agency resulting from or incidental to the contractor’s performance. The crime insurance (bond) shall cover any loss caused to the state agency through any fraudulent or dishonest act or acts committed by the contractor or any of the contractor’s personnel, acting alone or in collusion with others by virtue of the person’s position or employment during the contract period. The insurance must name the State of Missouri as a loss payee.
- ✓ Obtaining Insurance – Unless otherwise specified by the state agency as explained below, the state agency will obtain the crime insurance (bond) on behalf of the contractor and the contractor must pay the actual premium cost to the state agency by no later than the date specified by the state agency. The state agency will notify the contractor of the actual premium cost and due date. See Attachment 1 for the historical annual premium cost for the state agency arranged crime insurance (bond) for the license office. If the state agency arranges for the contractor to take over the crime insurance (bond) from the license office operator identified in Attachment 1, the state agency will notify the contractor of the due date for the prorated amount of the insurance. The contractor shall pay such license office operator or other state agency designee the amount due.
  - ✓ If the state agency does not elect to obtain crime insurance (bond) on behalf of the contractor, the contractor must obtain the crime insurance (bond) directly from the insurer in the minimum amounts specified in the Proof of Crime Insurance Coverage for License Office ([Form 5464](#)) prior to opening the license office for business and shall provide the state agency with [Form 5464](#) completed in full and signed by required parties as evidence of crime insurance (bond) coverage. At the time of any changes to the coverage, termination date, or insurance carrier, the contractor must complete and submit a new [Form 5464](#).
  - ✓ The minimum insurance coverage amounts may be increased at the sole discretion of the state agency. In the event of such, the contractor shall submit an updated proof of compliance within thirty (30) business days after being notified of the coverage increase.
  - ✓ Insurance Claims – If the state agency makes a claim covered by the crime insurance (bond), by no later than the date specified by the state agency, the contractor must provide all information requested and complete all required documents and releases as directed by the state agency to facilitate the insurance company’s payment to the state agency. In addition, the contractor shall be responsible for the amount of the insurance policy deductible. The state agency shall collect the amount of the deductible from the contractor by debiting the contractor’s fee account for the deductible amount due.
  - ✓ Liquidated damages shall apply for noncompliance of the crime insurance (bond) coverage requirements, as specified in Attachment 4.
- b. In the event any insurance coverage is canceled, the contractor must notify the state agency at least thirty (30) calendar days prior to the cancelation.
- c. Failure to maintain the required insurance shall be considered a material breach of the contract and sufficient cause to cancel the contract.

### 3.6 Substitution of Personnel:

- 3.6.1 The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of a Contract License Office Manager, as defined in Attachment 3, with specific experience and qualifications identified in the proposal. 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. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

### **3.7 Confidentiality:**

3.7.1 Individuals shall abide by all laws regarding authorized access to and disclosure of confidential information and shall not access or divulge any such confidential information except as required by law in the discharge of the person's official duties:

- a. All communications between the state agency and the contractor or the contractor's personnel and all state agency policies and procedures, software, files, records, documentation, reports, data, inventory, or equipment accessed or acquired as a result of the contract shall be confidential and shall not be released to the public without the prior written consent of the state agency.
- b. All records processed and created by the contractor in the performance of services contain personal and confidential information. The contractor shall not release such records and information pursuant to state and federal law, including but not limited to Section 32.057 and 32.091, RSMo, and the Missouri and Federal Drivers Privacy Protection Act. To the extent the contractor or the contractor's personnel may have access to any report, return, or other information received by the state agency in connection with the administration of the tax laws of the State of Missouri, the contractor and the contractor's personnel shall specifically comply with Section 32.057 RSMo. Any person making unlawful disclosure of information in violation of such section shall, upon conviction, be guilty of a Class D felony.
  - 1) The contractor assumes liability for all unauthorized disclosures of confidential information by the contractor or any of the contractor's personnel, officers, or subcontracted personnel.
  - 2) The contractor shall immediately refer any sunshine law requests (i.e. requests for public records) to the state agency.
- c. In the event that records or copies of any such material are to be destroyed, the contractor shall accomplish such destruction in a manner prescribed by the state agency and ensuring the obliteration of all data and preventing improper or unauthorized disclosure of the personal, restricted information.
- d. Neither the contractor nor the contractor's personnel shall alter or inappropriately dispose of any reports, files, data, inventory, software, or other equipment or materials of the state agency. The contractor shall ensure that the storage and disposal of records maintains the confidentiality of such records.

### **3.8 Force Majeure:**

3.8.1 The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the State of Missouri, if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

**END OF PART THREE: CONTRACTUAL REQUIREMENTS**

#### 4. PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS

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

##### 4.1 Introduction:

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

##### 4.2 Submission of Solicitation Response:

4.2.1 MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Proactis (<https://www.missouribuys.mo.gov>). Vendors must submit their solicitation response as an electronic response. The electronic method of submission is explained briefly below and in more detail in the step-by-step instructions provided at <https://missouribuys.mo.gov/media/pdf/online-bid-response-instructions>. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any attachments.

- a. In order to become a registered vendor, the vendor can register by going to the MissouriBUYS Home Page referenced above, clicking the "Register" button at the top of the page, and completing the Vendor Registration.
- b. The vendor is solely responsible for ensuring timely submission of their solicitation response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

**NOTE:** The vendor understands and agrees that regardless of any other reference herein which implies acceptance of other than electronic proposals, until otherwise notified by a subsequent addenda, only electronic proposals through MissouriBUYS can be accepted at this time.

4.2.2 Electronic Response in MissouriBUYS - Vendors must submit responses electronically through the MissouriBUYS Statewide eProcurement System website. The registered vendor is instructed to review the solicitation submission provisions carefully.

- a. The vendor must complete the RFP and corresponding exhibits electronically, as prescribed by the state agency. A vendor's failure to follow these instructions and instead use a different application or method for completion and submission of documents could render some of the vendor's response unreadable, which could negatively impact the evaluation of the vendor's response.

4.2.3 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 option 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 a vendor's proposal unacceptable and remove it from consideration for award.

4.2.4 Confidential Materials: Pursuant to [Section 610.021, RSMo](#), the vendor's proposal and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.

- a. The state agency 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.
- b. Regardless of any claim by a vendor as to material being confidential and not subject to copying or distribution, or how a vendor characterizes any information provided in its 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 state agency and withheld from any public request submitted to the state agency after award. The vendor should presume information provided to the state agency in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law. The vendor’s sole remedy for the state’s denial of any confidentiality request shall be limited to withdrawal of their proposal in its entirety. It is not the State of Missouri’s intention to have requested any confidential material as part of the vendor’s proposal. Therefore, vendors should NOT include confidential material with their proposal.
- c. In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
  - 1) Vendor’s entire proposal including client lists, references, proposed personnel, and methodology including schedule of events and/or deliverables;
  - 2) Vendor’s pricing; and
  - 3) Vendor’s product specifications unless specifications specifically disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of Section 610.021, RSMo).

4.2.5 Online Proposal - If the vendor attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document and must have the box “Confidential” selected in MissouriBUYS when attaching the document. If the “Confidential” box is not selected when attaching the document, the document must be clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of Section 610.021, RSMo. The vendor’s failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.

4.2.6 Imaging Ready - Except for any portion of a proposal qualifying as confidential as determined by the state agency as specified above, after a contract is executed or all proposals are rejected, all proposals will be made available on MissouriBUYS.

- a. The information will be available for viewing through the Internet on MissouriBUYS at <https://missouribuys.mo.gov/contractboard>.

4.2.7 On the RFP cover page, the name of the entity submitting the proposal should be entered in the “Vendor Name” block, and the vendor tax filing type that is or will be used by this vendor in filing federal taxes with the Internal Revenue Service (IRS) should be marked.

- a. The proposal must be signed by an authorized officer of the vendor, or an official of the political subdivision.
- b. Proposals from multiple individuals or multiple organizations shall not be acceptable unless those individuals or organizations are a single recognized legal entity with a single FEIN.

4.2.8 Exhibits A through F – Each of the exhibits referenced throughout this section of the RFP must be downloaded from the MissouriBUYS website at: <https://missouribuys.mo.gov/bidboard>. The State of Missouri is under no obligation to solicit information if it is not included with the proposal. The vendor’s failure to submit the requested information or failure to complete the exhibits as specified may cause an adverse impact on the evaluation of the proposal. Ambiguous responses to the exhibits may also result in an unfavorable evaluation of the vendor’s proposal.

- a. The exhibits are fillable forms designed to be completed electronically and submitted with the vendor’s proposal through the MissouriBUYS Statewide eProcurement System.

- b. To complete the exhibits, the vendor must first download this document (RFP and corresponding exhibits and attachments). Do not complete the exhibits while viewing the document from a web browser. Enter responses electronically in the appropriate fields.
  - 1) Complete each fillable area, review for accuracy, and obtain any additional documentation specified.
  - 2) Perform a “save as” function and save the completed documents.
  - 3) Obtain signatures required in Exhibits C, D, and E. Digital signatures are acceptable.
  - 4) Upload completed documents via the MissouriBUYS Statewide eProcurement System.
- c. The vendor’s proposal, as submitted in response to the subject RFP, will be considered separate and distinct from any other proposal the vendor may have submitted in response to another RFP, including proposals of an existing license office contract or in response to another RFP currently in evaluation. Therefore, the vendor should not rely on or refer to information included in a proposal submitted by the vendor in response to another RFP.
- d. Unless the vendor is a sole proprietorship or a political subdivision the vendor must provide its legal and binding operating agreement, partnership agreement, bylaws, or other similar such document applicable to its business organization. If the vendor fails to provide its legal and binding operating agreement, partnership agreement, bylaws, or other similar such document, the state agency will provide notice and will give the vendor three (3) business days to provide the required documentation.

4.2.9 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 the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the state agency. The compliance to conduct business in the state shall include but not necessarily be limited to:

- a. Registration of business name (if applicable) with the Secretary of State at: <https://www.sos.mo.gov/business/corporations/startbusiness>
- 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)
- f. Insurance (e.g., worker’s compensation, unemployment compensation)

The vendor should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

### 4.3 Competitive Negotiation of Proposals:

- 4.3.1 The vendor is advised that under the provisions of this RFP, the state agency 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:
  - 4.3.2 Negotiations may be conducted in person, in writing, or by telephone.
  - 4.3.3 Negotiations will only be conducted with potentially acceptable proposals. The state agency 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.



4.3.4 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.

4.3.5 The mandatory requirements of the RFP shall not be negotiable and shall remain unchanged unless the state agency determines that a change in such requirements is in the best interest of the State of Missouri.

**4.4 Evaluation and Award Process:**

4.4.1 After determining that a proposal satisfies the mandatory requirements stated in the RFP, the evaluator(s) shall use an assessment of the proposal in accordance with the evaluation criteria stated below and the scoring details delineated in Attachment 6. The contract shall be awarded to the vendor with the highest total evaluation score.

<u>Category</u>	<u>Points</u>
<b>TECHNICAL PROPOSAL (Exhibit A)</b>	<b>172</b>

*Summary of technical proposal points:*

<u>Element</u>	<u>Points</u>
<i>Personnel Retention (Exhibit A, Section A-1)-----</i>	<i>25</i>
<i>Training – New Employees (Exhibit A, Section A-2)-----</i>	<i>25</i>
<i>Training – Contract License Office Manager (Exhibit A, Section A-3)-----</i>	<i>25</i>
<i>Public Restroom (Exhibit A, Section B-1)-----</i>	<i>10</i>
<i>Wait Times (Exhibit A, Section B-2)-----</i>	<i>12</i>
<i>Pre-Screener (Exhibit A, Section B-3)-----</i>	<i>6</i>
<i>Assistance to Customers (Exhibit A, Section B-4)-----</i>	<i>2</i>
<i>Assistance to Customers – Contract License Office Manager’s Presence in a License Office (Exhibit A, Section B-5)-----</i>	<i>20</i>
<i>Contract License Office Manager Experience (Exhibit A, Section B-6)-----</i>	<i>28</i>
<i>Miscellaneous Items (Exhibit A, Section C-1)-----</i>	<i>14</i>
<i>Panic Button (Exhibit A, Section C-2)-----</i>	<i>5</i>
<b>Total-----</b>	<b>172</b>

**VENDOR STATUS (Exhibit B)** **4**

**BONUS POINTS**  
 Missouri Service-Disable Veteran Business Enterprise Preference (Exhibit C) **3**

**TOTAL POSSIBLE POINTS WITH BONUS POINTS** **179**

**TOTAL POSSIBLE DEDUCTIONS FOR PRIOR HISTORY (see Attachment 6)** **Up to -14**

4.4.2 The vendor should refer to Attachment 6 for information related to the areas of evaluation and the corresponding weight given to the areas of evaluation. Attachment 6 is provided to show the tool that will be used in the evaluation to determine the assessment of points within the evaluation criteria specified in the table above.

**4.5 Evaluation of Vendor’s Personnel, Method of Performance, and Experience:**

4.5.1 The vendor should complete Exhibit A regarding the vendor’s personnel, proposed method of performance and experience. The information included in Exhibit A should be straightforward and limited to facts, solutions to problems, and plans of action.

4.5.2 The vendor’s personnel, method of performance, and experience will be rated using the adjectival rating system as defined on Attachment 6. Details on the rating and scoring of the personnel, method of performance, and experience can be found on Attachment 6.

#### 4.6 Evaluation of Vendor Status:

4.6.1 The vendor's status on the proposal end date as an IRS tax exempt or a political subdivision as defined below shall be considered objectively in the evaluation of the proposal. With the proposal, the vendor should submit a completed Exhibit B reflecting the vendor's status; however, the vendor must provide the required information and documentation identified below in order to be eligible for consideration for the associated evaluation points for the applicable status.

4.6.2 IRS Tax Exempt Status – If the vendor meets the following definition of an IRS tax exempt entity and verifies the information or submits the documentation as specified below confirming the vendor's IRS tax exempt status, the vendor shall be assigned one (1) evaluation point. If acceptable documentation or information was not provided with the proposal, no points will be assigned. Tax Exempt entities are encouraged to review [IRS Publication 598](#), Tax on Unrelated Business Income of Exempt Organizations, Chapter 3 Unrelated Trade or Business.

a. Definition – IRS tax exempt entity shall mean the vendor is exempt from taxation under [Section 501\(c\)\(3\)](#), [501\(c\)\(6\)](#), or [501\(c\)\(4\)](#), except those civic organizations that would be considered action organizations under [26 C.F.R. Section 1.501\(c\)\(3\)-1\(c\)\(3\)](#), of the Internal Revenue Code of 1986, as amended.

b. In order to receive credit as an IRS Tax Exempt Entity, the vendor must either (1) be listed on the IRS website confirming the vendor's status as an IRS Tax Exempt Entity as specified below, or (2) submit the required documentation specified below.

1) IRS Website - The vendor must be listed on the following IRS website confirming the vendor's status as an IRS Tax Exempt Entity: <http://www.irs.gov/Charities-&-Non-Profits/Exempt-Organizations-Business-Master-File-Extract-EO-BMF>. The state agency must be able to confirm the vendor's IRS Tax Exempt status from the IRS website in order for the vendor to receive credit as an IRS Tax Exempt Entity.

(A) If the vendor is exempt from taxation under [Section 501\(c\)\(4\)](#), the vendor must also complete and submit a notarized Non Action Organization Certification ([Form 5638](#)) that certifies the vendor is not a civic organization that would be considered an action organization under [26 C.F.R. Section 1.501\(c\)\(3\)-1\(c\)\(3\)](#). Failure to submit a completed [Form 5638](#) with the vendor's proposal will result in no points being assigned for the IRS tax exempt status.

OR

2) Required Documentation – The vendor must submit the following documents confirming the vendor's IRS tax exempt status:

(A) A letter issued to the vendor by the IRS, citing the vendor's organization as being exempt from taxation under [Section 501\(c\)\(3\)](#), [501\(c\)\(6\)](#), or [501\(c\)\(4\)](#), except those civic organizations that would be considered action organizations under [26 C.F.R. Section 1.501\(c\)\(3\)-1\(c\)\(3\)](#), of the Internal Revenue Code of 1986, as amended; and

(B) A copy of the vendor's most recent annual federal tax filing (990 series or comparable annual filing if required for the previous year).

(C) If the vendor is exempt from taxation under [Section 501\(c\)\(4\)](#), the vendor must also complete and submit a notarized [Form 5638](#) that certifies the vendor is not a civic organization that would be considered an action organization under [26 C.F.R. Section 1.501\(c\)\(3\)-1\(c\)\(3\)](#). Failure to submit a completed Form 5638 with the vendor's proposal will result in no points being assigned for the IRS tax exempt status; and

c. A qualifying IRS tax exempt entity that proposes to reinvest a minimum of 75% of the license office's net proceeds to charitable organization(s) in Missouri on an annual basis will receive one (1) additional evaluation point as provided in [Section 136.055.2, RSMo](#). In order to receive the additional points, the vendor must complete and submit Exhibit B indicating such reinvestment will occur.

4.6.3 Evaluation of Vendor's Political Subdivision Status – If the vendor meets the following definition of a Political Subdivision **AND** submits the required documentation with the proposal, the vendor shall be assigned four (4) evaluation points. If the required documentation was not provided with the proposal, no points will be assigned.

- a. Definition – “Political Subdivision” shall include, but not be limited to, counties, townships, cities, towns, villages, or school, county library, city library, city-county library, road, drainage, sewer, levee and fire districts, soil and water conservation districts, watershed sub districts, county hospitals, and any boards of control of art museums, and any other public subdivisions or public corporations having the power to levy taxes or empowered to cause taxes to be levied.
  - b. Required Documentation – Required documentation shall consist of a letter issued by the vendor’s governing body of the political subdivision or meeting minutes from such governing body authorizing the submission of a proposal by the vendor in response to this RFP for management and operation of the license office.
- 4.6.4 Prior History – A vendor will receive evaluation point deductions for prior poor performance on a state license office contract as follows:
- a. If the vendor has been awarded a state contract to operate a license office and the vendor has been suspended by the Office of Administration, Division of Purchasing or the Department of Revenue or if the vendor’s contract to operate a license office has been cancelled for breach or terminated for breach, since August 1, 2022, a total of fourteen (14) points shall be deducted from the vendor’s overall point score.
  - b. If any of the vendor’s owners, officers, or proposed Contract License Office Manager as defined in Attachment 3, was an owner or officer previously involved with a license office contractor who was suspended or whose contract to operate a license office was cancelled or terminated for breach, since August 1, 2022, and the owners, officers, or proposed Contract License Office Manager as defined in Attachment 3 were an owner or an “officer” (as the term “officer” was defined in the RFP resulting in the contract award) of the contractor, then a total of fourteen (14) points shall be deducted from the vendor’s overall point score.
  - c. After one (1) calendar year has passed since vendor was suspended by the Office of Administration, Division of Purchasing or the Department of Revenue, or after one (1) calendar year has passed since vendor had a contract to operate a license office that has been cancelled for breach or terminated for breach, the point deduction will be reduced to seven (7) points. After two (2) calendar years have passed since vendor was suspended by the Office of Administration, Division of Purchasing or the Department of Revenue, or after two (2) calendar years have passed since vendor had a contract to operate a license office that has been cancelled for breach or terminated for breach, the point deduction will be reduced to four (4) points. After three (3) calendar years have passed since vendor was suspended by the Office of Administration, Division of Purchasing or the Department of Revenue, or after three (3) calendar years have passed since vendor had a contract to operate a license office that has been cancelled for breach or terminated for breach, the point deduction will be reduced to zero (0) points.
  - d. After one (1) calendar year has passed since any of the vendor’s owners, officers, or proposed Contract License Officer Manager as defined in Attachment 3, who were an owner or officer previously involved with a license office contractor who was suspended or whose contract to operate a license office was cancelled or terminated for breach, the point deduction will be reduced to seven (7) points. After two (2) calendar years have passed since any of the vendor’s owners, officers, or proposed Contract License Officer Manager as defined in Attachment 3, who were an owner or officer previously involved with a license office contractor who was suspended or whose contract to operate a license office was cancelled or terminated for breach, the point deduction will be reduced to four (4) points. After three (3) calendar years have passed since any of the vendor’s owners, officers, or proposed Contract License Officer Manager as defined in Attachment 3, who were an owner or officer previously involved with a license office contractor who was suspended or whose contract to operate a license office was cancelled or terminated for breach, the point deduction will be reduced to zero (0) points.
  - e. Even if multiple instances of the above situations are present, only a maximum total of fourteen (14) points shall be deducted from the vendor’s overall point score. If multiple instances of the above situations are present, only the most recent instance of vendor being suspended by the Office of Administration, Division of Purchasing or the Department of Revenue, or only the most recent instance of vendor having a contract cancelled for breach or terminated for breach, or only the most recent instance of any of vendor’s owners, officers, or proposed Contract License Officer Manager as defined in Attachment 3, who were an owner or officer (as the term “officer” was defined in the RFP resulting in the contract award) of the contractor whose contract was cancelled or terminated for breach will be considered for purposes of point reduction.
  - f. If a vendor is suspended by the Office of Administration, Division of Purchasing, or the Department of Revenue, any proposal will be handled and evaluated in accordance with 1 CSR 40-1.060(6). Reinstatement of a suspended

vendor by the Office of Administration, Division of Purchasing after a suspension shall count as a suspension. A suspension where a vendor's appeal resulted in an overturning of the suspension shall not be considered as a suspension.

#### **4.7 Missouri Service-Disabled Veteran Business Enterprise Preference:**

- 4.7.1 Pursuant to Section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to vendors who qualify as Missouri service-disabled veteran business enterprises and who complete and submit Exhibit C, Missouri Service-Disabled Veteran Business Enterprise Preference, with the proposal. If the proposal does not include the completed Exhibit C and the documentation specified in Exhibit C in accordance with the instructions provided therein, no preference points will be applied.

#### **4.8 Vendor Documentation:**

- 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," the vendor must affirm the vendor's enrollment and participation in the E-Verify federal work authorization program (see <https://www.e-verify.gov/>) 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 D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit D must be submitted prior to an award of a contract.
- 4.8.2 Motor Vehicle Registration and Tax Clearance Authorization and Release (Exhibit E) – Unless the vendor is a political subdivision, the vendor should complete and submit Exhibit E, Sections A and B so the state agency can verify that the vendor and each of the vendor's officers (and the officers' spouses, if filing a joint tax return) and any business the officers own, if applicable, have filed and paid all applicable personal property and Federal and Missouri state taxes, including interest and additions to tax, and has properly titled and registered with the state agency as required by law, all motor vehicles, trailers, all-terrain vehicles, vessels, and outboard motors owned or co-owned by the organization or person and any business the person owns, or leased, if the person or organization leasing the unit is responsible for the registration and payment of personal property taxes on the unit. Exhibit E, Sections A and B must be submitted prior to an award of contract in accordance with the following:
- a. Exhibit E, Section A must be completed for the vendor, identifying the required information for the entity whose name is identified in the signature block at the bottom of the RFP cover page. Along with all the information required in Section A, each of the officers of the vendor is required to be identified in Section A. If the vendor is a sole proprietor, the vendor is advised that the information provided in Section A shall be related to the sole proprietorship, rather than the individual.
  - b. Exhibit E, Section B must be completed separately by each of the vendor's officers identified in Exhibit E, Section A. In the event any of the officers are spouses, the vendor must provide a completed Section B for each spouse. If the vendor is a sole proprietor, the vendor is advised that the information provided in Section B shall be related to the individual, rather than sole proprietorship.
  - c. Paid Personal Property Tax Receipts – Unless the vendor is a political subdivision, the vendor should submit a copy of the corresponding paid tax receipts or statements of non-assessment issued by the county or the City of St. Louis for the vendor, the vendor's officers, and their businesses as proof that personal property taxes have been paid or were not assessed for the previous three (3) calendar years (based on the RFP proposal end date) for the motor vehicles, trailers, all-terrain vehicles, vessels, and outboard motors (units) listed in Exhibit E. If tax receipts or statements of non-assessment are not provided for any of these units, the vendor should submit a statement explaining the reason. If the officer or business failed to declare the unit, the vendor should obtain a corrected tax receipt or statement from the collector or assessor that indicates taxes have been paid or were not due on the unit. The applicable paid personal property tax receipts and/or documentation must be submitted prior to an award of a contract.
  - d. Confidential Records Submission Requirements – Each document listed above shall be considered as confidential pursuant to Section 32.057, or subsection 3 of Section 32.090, and subsection 14 of Section 610.021, RSMo.
- 4.8.3 Background Security Clearance – Unless the vendor is a political subdivision, the vendor should submit a criminal record personal identifier background security clearance report (Name-Based Search) or a fingerprint based search report for each of the vendor's officers identified in Exhibit E, Section A, by the Missouri State Highway Patrol as identified in Section 43.530, RSMo. The background security clearance report must be submitted prior to an award of contract.

- a. Information about requesting the background security clearance may be found at the following website address. The Missouri Automated Criminal History Site (MACHS) may also be accessed from the following website: <http://www.mshp.dps.missouri.gov/MSHPWeb/PatrolDivisions/CRID/crimRecChk.html>
- b. The background security clearance report must be dated no earlier than sixty (60) calendar days prior to the proposal end date (date the proposal is due).
- c. Confidential Records Submission Requirements – Each document listed above shall be considered as confidential pursuant to [Section 32.057](#), or subsection 3 of [Section 32.090](#), and subsection 14 of [Section 610.021, RSMo](#).

**END OF PART FOUR: PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS**

**STATE OF MISSOURI  
DEPARTMENT OF REVENUE  
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 **Department of Revenue (DOR)**. The agency is also responsible for payment.
- b. **Addendum** means a written, official modification to the RFP.
- c. **Amendment** means a written, official modification to a contract.
- d. **Attachment** applies to all forms which are included with the 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 the RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DOR. The **Contact Person** as referenced herein is usually the Buyer.
- g. **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.
- h. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of the RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with the RFP for the vendor to complete and submit with the sealed proposal prior to the specified end date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DOR 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.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **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.
- n. **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 the DOR.
- o. **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 the DOR.
- b. 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.
- c. 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.
- d. 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 the DOR if any language, specifications or requirements of the 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 the DOR, unless the RFP specifically refers the vendor to another contact. Such email, 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 the DOR 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. The DOR 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 email address is incorrect, the vendor must update the email address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/>.
- f. The DOR reserves the right to officially amend or cancel the 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 email 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 email notification of the addendum(s). Registered vendors who received email 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 email 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 the RFP, such a vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by the DOR or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by the DOR. If the DOR 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 ninety (90) days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. 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 Federal Employer Identification Number (FEIN) 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 must submit proposals electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/> 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.
- b. A proposal submitted electronically by a registered vendor may be modified online through the MissouriBUYS Statewide eProcurement system prior to the official end date and time. Telephone or emailed requests to modify a proposal shall not be honored.
- c. A proposal submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. Telephone or emailed requests to withdraw a proposal shall not be honored.



- d. 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.
- e. 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.
- f. Faxed proposals shall not be accepted. However, faxed and email 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 DOR 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 the DOR 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 the RFP, the DOR reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, the DOR reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DOR 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 the DOR to the successful vendor. The DOR 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 DOR 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. The DOR 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 email address with their proposal will be notified of the award results via email.
- m. The DOR 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.
- o. The final determination of contract(s) award shall be made by the DOR.

## **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 the RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the DOR'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, notice to proceed, 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 the DOR 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 the DOR.
- 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.

#### **13. WARRANTY**

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

#### **14. CONFLICT OF INTEREST**

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with Sections 105.452 and 105.454, RSMo, regarding conflict of interest.

- b. The contractor hereby covenants that at the time of the submission of the 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, the DOR may cancel the contract. At its sole discretion, the DOR 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 ten (10) working days from notification, or at a minimum the contractor must provide the DOR within ten (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, the DOR will issue a notice of cancellation terminating the contract immediately. If it is determined the DOR improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the DOR cancels the contract for breach, the DOR reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DOR 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 email 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 the DOR immediately.
- b. Upon learning of any such actions, the DOR 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 fifty (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, the DOR shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DOR 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.

**EXHIBIT A**

**Personnel, Method of Performance, Experience, and Training**

**SECTION A: PERSONNEL RETENTION**

The intention of this section is to determine what vendors will commit to pay as a minimum hourly wage for all personnel that will review documentation or process license office transactions as well as what amount of training will be provided to new employees processing motor vehicle or driver licensing transactions. Additional pay increases may be given beyond what is proposed as a minimum hourly wage below. Points will be awarded as stated in Attachment 6 of the RFP for the responses made below.

**A-1: Minimum Hourly Wage**

Indicate the minimum hourly wage, excluding any benefits or bonuses, you commit to for all personnel that will review documentation or process license office transactions. If any personnel will be paid an annual salary, factor the number of hours they will work and break the annual salary amount out to an hourly wage. Additional pay increases may be given beyond what is proposed below. Points will be awarded as stated in Attachment 6 of the RFP.

Hourly salary: \$ 17.35

**A-2: Training – New Employees**

Indicate the minimum number of hours every new employee will Job Shadow and/or Reverse Job Shadow (as those terms are defined in Attachment 3) experienced employees processing motor vehicle and/or driver’s license transactions within the first six (6) months of employment. If the vendor selects zero (0) hours, every new employee will still be required to complete the mandatory training in Section 2.3.6.

- 120 hours
- 80 hours
- 40 hours
- 0 hours

**A-3: Training – Contract License Office Manager**

Indicate the minimum number of hours the Contract License Office Manager will train on all aspects of managing a license office with an experienced manager of a License Office, Field Coordinator, or as otherwise approved by the state agency within the first ninety (90) days of employment. If the vendor selects zero (0) hours, the Contract License Office Manager will still be required to complete the mandatory training in Section 2.3.6. If the Contract License Office Manager’s experience cannot be validated, no points will be awarded for this section.

- Contract License Office Manager has one (1) or more years of experience as a manager of a License Office within the last (5) years.
- 120 hours
- 80 hours
- 40 hours
- 0 hours

**EXHIBIT A (Continued)****SECTION B: CUSTOMER SERVICE INITIATIVES AND VENDOR EXPERIENCE**

License offices act as the face of state government and as such should strive to provide exceptional customer service, by not only providing prompt, accurate, and friendly service, but also by ensuring the office is maintained in a professional and clean manner. In addition, personnel should present themselves in a professional and courteous manner the same as one would expect when entering any professional place of business. The following sections provide the vendor an opportunity to propose items that will help ensure exceptional customer service to the citizens of Missouri.

**B-1: Public Restroom**

Indicate the amenities offered by the office:

- ADAAA compliant restroom located within the license office that will be available to the public upon request, cleaned on a daily basis, and functioning with little to no closure during regular business hours.
- A non-ADAAA compliant restroom located within the license office that will be available to the public upon request, cleaned on a daily basis, and functioning with little to no closure during regular business hours.
- Access to an ADAAA compliant restroom located within the facility, such as an office building or strip mall, that is not the responsibility of the License Office and is no more than 500 feet from door to door.
- Access to a restroom within the facility, such as an office building or strip mall, that is not the responsibility of the License Office and is no more than 500 feet from door to door.
- No restroom will be available.

**B-2: Wait Times**

Indicate which one of the following the vendor will maintain each day:

- Contractor will maintain a wait time of 15 minutes or less in both motor vehicle and driver license.
- Contractor will maintain a wait time of 30 minutes or less in both motor vehicle and driver license.

**B-3: Pre-Screener**

Indicate which one of the following additional services will be provided to customers to reduce wait times. See Section 2.8.3 for pre-screener requirements. The pre-screener will be assisting customers in the license office for:

- 75 % or more of all office hours each month
- 50% or more of all office hours each month
- 25% or more of all office hours each month
- Vendor does not commit to providing pre-screener services

**EXHIBIT A (Continued)**

**B-4: Assistance to customers**

Indicate the services or accommodations provided to customers on a daily basis (in addition to the requirements specified in Section 2.8.4)

- Monitor(s) that are a minimum of 32" and will at a minimum display what customers must submit to complete transactions.
- Take a number system (may be manual or electronic) for customers as they enter the office, that is used on a daily basis, even when the office is not busy.

**B-5: Assistance to customers - Contract License Office Manager's Presence in a License Office**

Vendor should select one of the following to indicate the minimum number of hours each week the Contract License Office Manager, as defined in Attachment 3, will be on-site in this license office during operating hours.

- The vendor proposes that the Contract License Office Manager named below will be present in the license office during all required operating hours per week.
- The vendor proposes that the Contract License Office Manager named below will be present at least 75% of all required operating hours per week.
- The vendor proposes that the Contract License Office Manager named below will be present at least 50% of all required operating hours per week.
- The vendor proposes that the Contract License Office Manager named below will be present less than 50% of all required operating hours per week.

**B-6 Contract License Office Manager Experience**

The state agency may verify the license office experience information for the Contract License Office Manager the vendor claims below based on the state agency's records at the time of evaluation. However, if the vendor fails to claim some or all of their Contract License Office Manager's experience, the vendor will not receive points for such. The vendor's Contract License Office Manager's experience will be scored using the definitions included on Attachment 6.

**B-6A Contract License Office Manager**

Identify the name and contact information of the Contract License Office Manager, as defined in Attachment 3. (Exhibit E, Section B must be completed for the Contract License Office Manager). 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 in which the current Contract License Officer 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. Specific contact information of individual as required by Section 2.3.1 g

Contract License Office Manager Name <b>Sherry Krieger</b>	
Email Address <b>krieger319@gmail.com</b>	Phone Number <b>(816) 799-9081</b>



**EXHIBIT A (Continued)****B-6B Contract License Office Manager Experience – Inventory Control**

Identify the Contract License Office Manager's experience monitoring and maintaining inventory controls.

- 1) Has the Contract License Office Manager been assessed charges for missing inventory during the last two (2) years in their capacity as an owner, officer, contract manager, or office manager of another license office?

**Yes** Contract License Office Manager has been assessed inventory charges in the last two (2) years in a total amount equal to or greater than one-hundred (100) dollars.

**Yes** Contract License Office Manager has been assessed inventory charges in the last two (2) years in a total amount less than one-hundred (100) dollars but equal to or greater than fifty (50) dollars.

**Yes** Contract License Office Manager has been assessed inventory charges in the last two (2) years in a total amount less than fifty (50) dollars.

**No** Contract License Office Manager has not been assessed any inventory charges in the last two (2) years.

**N/A** Contract License Office Manager has no prior License Office experience.

- 2) Has the Contract License Office Manager been assessed shipping costs for placing more than two inventory orders in a month?

**Yes**

**No**

**N/A** Contract License Office Manager has no prior License Office experience.

- 3) Vendor should select the one that best describes the Contract License Office Manager inventory experience. The Contract License Office Manager:

Has worked directly in a license office in a management role responsible for stocking, monitoring, and ordering inventory for the license office for at least five (5) out of the previous ten (10) years.

Has worked in a retail or consumer-driven business for at least the last ten (10) years with responsibility for stocking and monitoring inventory, and for utilizing and understanding the importance of inventory controls, but has never been responsible for ordering inventory.

Has worked in a retail or consumer-driven business for at least the last five (5) years and understands the importance of maintaining adequate inventory levels, but has never been responsible for stocking, monitoring, or ordering inventory.

Contract License Office Manager has no prior inventory experience.

**EXHIBIT A (Continued)**

**B-6C: Experience - Contract License Office Manager's - Customer Service Experience**

Identify the Contract License Office Manager's experience in a customer service position.

- The Contract License Office Manager has been in a customer service position for all of the last 15 years.
- The Contract License Office Manager has worked at least ten (10) years over the last 15 years in a customer service position.
- The Contract License Office Manager has worked at least six (6) years over the last 15 years in a customer service position.
- The Contract License Office Manager has less than six (6) years of experience over the last 15 years in a customer service position.

**B-6D: Experience - Contract License Office Manager's - Transaction Processing**

1) Identify the Contract License Office Manager's past years of experience performing motor vehicle and driver license transaction processing.

- More than 10 years of experience.
- Over five years up to 10 years of experience.
- Over three years up to five years of experience.
- Over one year up to three years of experience.
- One year or less of experience.

2) Identify the Contract License Office Manager's experience processing transactions on state agency specific equipment identified in the RFP:

a) In the last five (5) years the Contract License Office Manager has processed at least:

- 1,000 or more Driver License Transactions
- 500-999 Driver License Transactions
- Less than 500 Driver License Transactions
- Never worked in a License Office or never processed Driver License Transactions.

b) In the last five (5) years the Contract License Office Manager has processed at least:

- 1,000 or more Motor Vehicle Transactions
- 500-999 Motor Vehicle Transactions
- Less than 500 Motor Vehicle Transactions
- Never worked in a License Office or never processed Motor Vehicle Transactions

If applicable, were 50% or more of the motor vehicle transactions indicated a transaction type other than a motor vehicle renewal?

- Yes
- No

**EXHIBIT A (Continued)**

**B-6D: Experience - Contract License Office Manager’s - Transaction Processing - Continued**

3) In addition, the Contract License Office Manager has:

- Worked in a profession over the past ten (10) years with three (3) or more of the following computer programs: (1) Windows 7 or above; (2) Microsoft Office, including Excel, Outlook, and Word; (3) SharePoint; (4) Internet Explorer, Microsoft Edge, or Google Chrome; (5) WebEx; and (6) Adobe Acrobat Reader or better.
- Worked in a profession over the past five (5) years with three (3) or more of the following computer programs: (1) Windows 7 or above; (2) Microsoft Office, including Excel, Outlook, and Word; (3) SharePoint; (4) Internet Explorer, Microsoft Edge, or Google Chrome; (5) WebEx; and (6) Adobe Acrobat Reader or better.
- Not met either of the computer experience qualifications identified above.

**SECTION C: Miscellaneous Items**

**C-1 Select the following items that the vendor commits to having in their license office.**

- Yes       No      A private working area for a State of Missouri staff member as described in Section 2.8.5 a. of the RFP.
- Yes       No      Will provide a separate, non-published phone number for state agency use.
- Yes       No      Installed security system will allow the state agency’s Central Office access to view the security system cameras via the Internet at any time, without requesting permission. (The state agency will access on an as needed basis to address real time customer concerns as well as fraud review)

**C-2 Panic Buttons - Which of the following alarm-monitored panic buttons will the vendor’s license office have:**

- Yes       No      Will install at least one (1) concealed, alarm-monitored panic button under the customer service counter(s)/desk(s).
- Yes       No      Will install a concealed, alarm-monitored panic button under the customer service counters/desks between every two (2) workstations. (Credit will not be given if there are not at least three workstations in Attachment 1)

**EXHIBIT A (Continued)****SECTION D: Entity Type and Vendor Ownership, Officers, and Contract Management Information**

The vendor is required to name all members, partners, officers, individuals, and entities with an ownership interest in the vendor's entity in the box below.

For all vendor's officer(s), and any officer(s) of any entity holding an interest in the vendor, Exhibit E, Section B must be completed for each officer. If additional space is needed attach supplemental documentation:

**D-1 Entity Type**

1) Identify the vendor's type of entity:

- General and Business Corporations
- Limited Liability Company (LLC)
- Nonprofit Corporation, Religious organization, and Charitable Organization
- Partnership
- Political Subdivision
- Sole Proprietor
- Other (describe): \_\_\_\_\_

2) Is a copy of the vendor's legal and binding operating agreement, partnership agreement, bylaws, or other similar such business document included? Failure to provide the information may result in the vendor's proposed bid not being scored or given consideration.

- A copy of the document is attached.
- I am a sole proprietor or political subdivision, and as such, no documentation is required.

**EXHIBIT A (Continued)**

**D-2 Ownership of the Entity submitting this proposal.**

Identify the names of all members, partners, officers, individuals, and entities with an ownership interest in the entity submitting this RFP proposal, and their respective ownership interests. If additional space is needed attach supplemental documentation.

If the entity as named in the vendor’s bid proposal is owned in whole or any part by another entity, vendor must provide the state agency with the legal and binding operating agreement, partnership agreement, bylaws, or other similar document of each ownership-interest holding entity indicating all members, partners, officers, individuals, or entities with an ownership interest, including their respective ownership interests in the entity that has an ownership interest in the entity that has been named in the vendor’s bid proposal.

Failure to provide the information specified will result in the vendor’s proposed bid being deemed unresponsive and will not be scored or given consideration

Ownership Interest and/or Percentage	Name of Member, Partner, Officer, Individual or Entity with an Ownership Interest
40%	Josko Wrabec
60%	Cyril Wrabec

**D-3 Officer(s)**

Identify the name(s) of all vendor’s officer(s) (as defined in Attachment 3), and any officer(s) of any entity holding an interest in the vendor, Exhibit E, Section B must be completed for each officer. If additional space is needed attach supplemental documentation.

For all vendor’s officer(s), and any officer(s) of any entity holding an interest in the vendor, Exhibit E, Section B must be completed for each officer listed here. If additional space is needed attach supplemental documentation:

Officer Name Cyril Wrabec
Officer Name Brianna McCullough
Officer Name

Officer Name Josko Wrabec
Officer Name
Officer Name

**EXHIBIT A (Continued)**

**D-4 Prior History**

1.) Respond yes or no to the following questions surrounding the vendor’s officers and Contract License Office Manager and their work history with current and prior business entities.

Yes       No      Has an officer, owner or the Contract License Office Manager, or any entity an officer or the Contract License Office Manager is or has been an owner or officer of, had a judgment rendered against them in a discrimination-related lawsuit?

Answering yes to this question shall preclude the vendor from consideration of award of the contract.

Yes       No      Has an officer, owner or the Contract License Office Manager had any state or federal felony conviction, guilty plea, or adjudication for fraud, embezzlement, forgery, identify theft, stealing, tax evasion, or other criminal acts involving dishonesty?

Answering yes to this question shall preclude the vendor from consideration of award of the contract.

2.) If either of the questions below are responded to in the affirmative, only a maximum total of 14 points shall be deducted from the vendor’s overall point score. See Section 4.6.4 for additional qualifications.

Yes       No      Has the vendor been awarded a state contract to operate a license office and been previously suspended by the Office of Administration Division of Purchasing or Department of Revenue, since August 1, 2022, or has the vendor had a contract to operate a license office that has been cancelled for breach or terminated for breach, since August 1, 2022?

Yes       No      Has any officer or the Contract License Office Manager of the vendor been an owner or an officer of an entity that operated a state license office that was previously suspended by the Office of Administration Division of Purchasing, or Department of Revenue, since August 1, 2022 or whose contract to operate a license office has been cancelled for breach or terminated for breach, since August 1, 2022?

The officer or the Contract License Office Manager must have been an owner, officer, or Contract License Office Manager (as the terms “officer” and “Contract License Office Manager” were defined in the RFPs resulting in the contract award) at the time that the entity was suspended, or the contract was cancelled for breach or terminated for breach, since August 1, 2022.

**EXHIBIT B**  
Vendor Status

Select the appropriate status and complete the information accordingly.

<input checked="" type="radio"/> This Exhibit <b>DOES NOT APPLY.</b>	No additional information is provided since the vendor’s status does not qualify in any of the areas listed below.
<input type="radio"/> The vendor is a <b>POLITICAL SUBDIVISION</b> of Missouri.	The vendor must submit one of the following in order to receive credit as a Political Subdivision: <ul style="list-style-type: none"> <li>• Documentation issued by the vendor’s governing body authorizing the submission of the proposal by the vendor; or</li> <li>• Meeting minutes from the vendor’s governing body authorizing the submission of the proposal by the vendor.</li> </ul>
<input type="radio"/> The vendor is an <b>IRS TAX EXEMPT ENTITY</b> - Tax Exempt entities are encouraged to review <a href="#">IRS Publication 598</a> , Tax on Unrelated Business Income of Exempt Organizations, Chapter 3 Unrelated Trade or Business.	In order to receive credit as an IRS Tax Exempt Entity, the vendor must either (1) be listed on the Internal Revenue Service (IRS) website confirming the vendor’s status as an IRS Tax Exempt Entity as specified below, or (2) submit the Required Documentation specified below: <p><b>1. IRS Website:</b></p> <ul style="list-style-type: none"> <li>• The vendor is listed on the following IRS website confirming the vendor’s status as an IRS Tax Exempt Entity: <a href="https://irs.gov/Charities-&amp;-Non-Profits/Exempt-Organizations-Business-Master-File-Extract-EO-BMF">irs.gov/Charities-&amp;-Non-Profits/Exempt-Organizations- Business-Master-File-Extract-EO-BMF</a>.</li> <li>• If the vendor is exempt from taxation under <a href="#">Section 501(c)(4)</a>, the vendor must also complete and submit a notarized Non Action Organization Certification (<a href="#">Form 5638</a>) that certifies the vendor is not a civic organization that would be considered an action organization under <a href="#">26 C.F.R. Section 1.501(c)(3)-1(c)(3)</a>.</li> </ul> <p align="center"><b>OR</b></p> <p><b>2. Required Documentation:</b></p> <ul style="list-style-type: none"> <li>• A letter issued to the vendor by the Internal Revenue Service (IRS), citing the vendor’s organization as being exempt from taxation under <a href="#">Section 501(c)(3)</a> or <a href="#">501(c)(6)</a>, or <a href="#">501(c)(4)</a>, <b>except those civic organizations that would be considered action organizations under 26 C.F.R. Section 1.501(c)(3)-1(c)(3)</b>, of the Internal Revenue Code of 1986, as amended; AND</li> <li>• A copy of the vendor’s most recent annual Federal Tax filing (990 series or comparable annual filing if required for the previous year); AND</li> <li>• If the vendor is exempt from taxation under <a href="#">Section 501(c)(4)</a>, the vendor must also complete and submit a notarized Form 5638 that certifies the vendor is not a civic organization that would be considered an action organization under <a href="#">26 C.F.R. Section 1.501(c)(3)-1(c)(3)</a>.</li> </ul> <p>•</p> <p><b>3. Reinvestment of Net Proceeds:</b> Select “Yes” or “No” below. Failure to respond will be considered a “No” response.</p> <p>Does the vendor/IRS Tax Exempt Entity propose to reinvest a minimum of 75% of the license office’s net proceeds in charitable organizations in Missouri by December 31 each calendar year?</p> <p><input type="radio"/> Yes <input type="radio"/> No</p> <p>If yes, the vendor shall be required if requested by the state agency or other authorized representatives of the State of Missouri, to allow for the inspection of the contractor’s documents and records relating to the 75% reinvestment of net proceeds, and all documents and records concerning their calculation of net proceeds, which shall include their gross receipts, profit, costs, and all other financial information.</p>

**EXHIBIT C**

Missouri Service-Disabled Veteran Business Enterprise (SDVE) Preference

This Exhibit **DOES NOT APPLY** or  This Exhibit **DOES APPLY** and is completed.

Pursuant to Section 34.074, RSMo, and 1 CSR 40-1.050, the State of Missouri 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). (See below for definitions included in Section 34.074, RSMo.)

**STANDARDS:**

The following standards shall be used by the State of Missouri in determining whether an individual, business, or organization qualifies as a SDVE. Confirm that each of the following applies to the vendor by selecting all that apply.:

- 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;
- Having 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. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans’ affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs;
- Having 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
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If the vendor meets the standards of a qualified SDVE as stated above and unless previously submitted within the past five (5) years to the Office of Administration, Division of Purchasing, the vendor **must** provide the following SDV documents to receive the Missouri SDVE three-point bonus preference:

- 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);
- A copy of the SDV’s documentation certifying disability by the appropriate federal agency responsible for the administration of veterans’ affairs; and
- A completed copy of this Exhibit.

(NOTE: 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.)



**EXHIBIT C (Continued)**

Missouri Service-Disabled Veteran Business Enterprise Preference Continued

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in **Section 34.074, RSMo.** I further certify that I meet the standards of a qualifying SDVE as listed above pursuant to 1 CSR 40-1.050.

Service-Disable Veteran's Name	Service-Disabled Veteran Business Enterprise Name
Service-Disable Veteran's Signature	Missouri Address of Service-Disabled Veteran Business Enterprise
Phone Number	Website Address
Date	Email Address

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

- No, I have not previously submitted the SDV documents specified herein to the Office of Administration, Division of Purchasing and therefore have enclosed the SDV's documents.
- Yes, I previously submitted the SDV documents specified herein within the past five (5) years to the Office of Administration, Division of Purchasing.

Date SDV documents were submitted:	Previous Proposal/Contract Number for which the SDV documents were submitted: (if applicable and known)
<input type="text"/>	<input type="text"/>

(NOTE: If the SDVE and SDV are listed on the Office of Administration, Division of Purchasing SDVE database located at <https://oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to the Division of Purchasing within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the Office of Administration, Division of Purchasing will remove the SDVE and associated SDV from the database.)

**FOR STATE USE ONLY**

SDV documents Verification Completed By:	Date
<input type="text"/>	<input type="text"/>

**EXHIBIT D**

**Business Entity Certification, Enrollment Documentation and Affidavit Of Work Authorization**

**BUSINESS ENTITY CERTIFICATION**

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

**Section A** - To be completed by a non-business entity as defined below.

**Section B** - To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <https://www.e-verify.gov/>.

**Section C** - To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

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

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Section 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.

**SECTION A: CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ DOES NOT CURRENTLY MEET the definition  
(Company/Individual Name)

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 \_\_\_\_\_ and if the  
(Company/Individual Name)

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,

\_\_\_\_\_ agrees to complete Section B, comply with the requirements  
(Company/Individual Name)

stated in Section B and provide the Department of Revenue with all documentation required in Section B of this exhibit.

Authorized Representative's Name

Authorized Representative's Signature

Company Name (if applicable)

Date

**EXHIBIT D (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 Section B, do not complete Section C.)

**SECTION B – CURRENT BUSINESS ENTITY STATUS**

I certify that Paul J. Wrabec Co., Inc. MEETS the definition of a business entity as  
(Business Entity Name)  
 defined in Section 285.525, RSMo pertaining to Section 285.530, RSMo.

Authorized Business Entity Representative's Name	Authorized Business Entity
Representative's Signature	Business Entity Name
Date	Email Address

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

- Enroll and participate in the E-Verify federal work authorization program  
 (Website: <https://www.e-verify.gov/>; Phone: 888-464-4218; Email: [e-verify@dhs.gov](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 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.

**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.

Please have Exhibit D – Section B Affidavit of Work Authorization properly notarized and submit as an attachment to your submitted proposal. Please name the attachment (“Vendor Name” Notarized Affidavit of Work Authorization) Comes now Cyril Wrabec as President first being  
(Name of Business Entity Authorized Representative) (Position/Title)  
duly sworn on my oath, affirm Paul J. Wrabec Co., Inc. is enrolled and will continue to  
(Business Entity Name)

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 Paul J. Wrabec Co., Inc. does not and will not knowingly employ a person who is an  
(Business Entity Name)  
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

Typed Name  
Cyril J. Wrabec

Title  
President

Date  
12/21/2022

E-Verify Company ID Number  
181897

Email Address  
cwrabec@gmail.com

**NOTARY**

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_ I am commissioned as a  
(Day) (Month, Year)  
notary public within the County of \_\_\_\_\_, State of \_\_\_\_\_, and my  
(Name of County) (Name of State)  
commission expires on \_\_\_\_\_.  
(Date)

Signature of Notary

Date

**EXHIBIT D (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 Section C, do not complete Section B.)

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

I certify that Paul J. Wrabec Co., Inc. MEETS the definition of a business entity as  
(Business Entity Name)

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’s 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  
12/20/2022

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted (if known)  
B3Z15098

Authorized Business Entity Representative’s Name  
Cyril J. Wrabec

Authorized Business Entity Representative’s Signature  
Cyril J. Wrabec

Business Entity Name  
Paul J. Wrabec Co., Inc.

Date  
12/21/2022

E-Verify MOU Company ID Number  
181897

Email Address  
cwrabec@gmail.com

**For State of Missouri Use Only**

Documentation Verification Completed By:

Buyer

Date

**EXHIBIT F**  
**Anti-Discrimination Against Israel Act Certification**

**Statutory Requirement**

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

**Exceptions**

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

**Section 34.600, RSMo**, defines the following terms:

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

**Boycott Israel and Boycott of the State of Israel** - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A

company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

**Certification**

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

**SECTION A:** To be completed by any vendor that does not meet the definition of “company” above, hereinafter referred to as “Non-Company.”

**SECTION B:** To be completed by a vendor that meets the definition of “Company” but has less than ten employees.

**SECTION C:** To be completed by a vendor that meets the definition of “Company” and has ten or more employees.

**EXHIBIT F Continued**

**Complete the Section that applies below.**

**SECTION A – NON-COMPANY ENTITY**

I certify that \_\_\_\_\_ currently **DOES NOT MEET**  
(Entity Name)

the definition of a company as defined in **Section 34.600, RSMo**, but that if awarded a contract and the entity’s business status changes during the life of the contract to become a “company” as defined in **Section 34.600, RSMo**, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Section C to the Department of Revenue at that time.

Authorized Representative’s Name

Authorized Representative’s Signature

Entity Name

Date

**SECTION B –COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES**

I certify that \_\_\_\_\_ **MEETS** the definition of a  
(Entity Name)

company as defined in **Section 34.600, RSMo**, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Section C to the Department of Revenue at that time.

Authorized Representative’s Name

Authorized Representative’s Signature

Company Name

Date

**SECTION C –COMPANY ENTITY WITH TEN OR MORE EMPLOYEES**

I certify that Paul J. Wrabec Co., Inc. **MEETS** the definition of  
(Company Name)

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

Authorized Representative’s Name  
**Cyril J. Wrabec**

Authorized Representative’s Signature  
**Cyril J. Wrabec**

Company Name  
**Paul J. Wrabec Co., Inc.**

Date  
**12/21/2022**

**Double-check your work! Ensure all required forms and fields have been completed.**