



# LEE'S SUMMIT MISSOURI

## CONTRACT DOCUMENT STATE OF MO COOP RENEWAL

DATE: June 2025  
TO ITS Personnel  
FROM: Candice Addison, Procurement & Contracting Services  
RE: Piggyback Yearly Contract for PC Computer Prime Vendor Services  
**State of Missouri (STMO) Contract #CT220337001 and LS Bid #2023-004/2R**

Vendor	SHI International Corp. (SHI) 290 Davidson Avenue Somerset, NJ 08873	<b>Vendor # 9099</b>
Phone & Fax	Phone: 888-744-4084 or 512-517-4088 Fax#: 732-868-5903	
Contact Person	John Burns or Government Sales Email: <a href="mailto:John_Burns@SHI.com">John_Burns@SHI.com</a> or <a href="mailto:Missouri@SHI.com">Missouri@SHI.com</a>	
Ordering Instructions	<ul style="list-style-type: none"><li>• <b>Using Department contacts vendor for quote and enters a requisition in Lawson System for a Purchase Order to be issued</b></li><li>• <b>Invoices will be paid against Lawson Receiver and Lawson Purchase Order</b></li></ul>	
Terms/Discounts	Net 30	
Delivery	Destination	
Pricing	<b>See Attached Contract</b>	
Response Time	As Required	
<b>Effective Dates</b>	<b>July 1, 2025 through June 30, 2026</b>	

cc: Accounts Payable (Include Wage Order, if applicable)  
Bid File- Original memo



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING

**NOTIFICATION OF STATEWIDE CONTRACT**

August 8, 2024

**CONTRACT TITLE:** PC PRIME VENDOR SERVICES

<b>CURRENT CONTRACT PERIOD:</b>	<b>July 1, 2025 through June 30, 2026</b>	
<b>RENEWAL INFORMATION:</b>	Original Contract Period:	July 1, 2022 through June 30, 2024
	Renewal Options Available:	Two (2) One-Year Periods
	Potential Final Expiration:	June 30, 2027
<b>BUYER INFORMATION:</b>	Madison Lunte 571-851-8058 <a href="mailto:Madison.Lunte@oa.mo.gov">Madison.Lunte@oa.mo.gov</a>	

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL EXECUTIVE BRANCH AGENCIES SUBJECT TO SECTION 34 RSMo.

Local Purchase Authority shall not be used to purchase hardware, software, supplies, and services identified as included in this contract unless specifically allowed by the contract terms.

The entire contract document may be viewed and printed from the Division of Purchasing’s **Awarded Bid & Contract Document Search** located on the Internet at <https://purch.oa.mo.gov/>

PRINTERS, PRINTER SUPPLIES, AND PRINTER MAINTENANCE KIT PURCHASES SHALL BE **NON-MANDATORY** FOR ALL STATE AGENCIES, BUT MUST BE PURCHASED THROUGH EITHER THE NASPO VALUEPOINT COPIERS AND MANAGED PRINT SERVICES CONTRACTS OR THE PC PRIME VENDOR SERVICES CONTRACT.

*~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.*

CONTRACT NUMBER	VENDOR NUMBER / MissouriBUYS Number	VENDOR INFORMATION	Other Participating Organizations	COOP PROCUREMENT
CT220337001	MB00084470	<b>SHI International Corp (SHI)</b> P.O. Box 952121 Dallas, TX 75395-2121 Phone: (573) 220-4882 Web Address: <a href="http://www.shi.com">www.shi.com</a> Email: <a href="mailto:missouri@shi.com">missouri@shi.com</a> Phone: 888-711-2613	SHI (MBE/WBE)	Yes

## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
7/1/2025 Through 6/30/2026	6/13/2025	<ul style="list-style-type: none"> <li>• Renewal of Statewide Contract</li> <li>• Update buyer contact information</li> </ul>
7/1/2022 through 6/30/2025	8/8/2024	<ul style="list-style-type: none"> <li>• Updated buyer contact information</li> <li>• Removed token and key information and updated how state employees verify employment with SHI.</li> </ul>
7/1/2022 through 6/30/2025	5/29/2024	<ul style="list-style-type: none"> <li>• Updated buyer contact information</li> </ul>
7/1/2022 through 6/30/2025	3/14/2024	<ul style="list-style-type: none"> <li>• Renewal of statewide contract.</li> </ul>
7/1/2022 through 6/30/2024	11/17/2023	<ul style="list-style-type: none"> <li>• Added instructions for state employees to use the employee purchase program.</li> </ul>
7/1/2022 through 6/30/2024	12/22/2022	<ul style="list-style-type: none"> <li>• Added SHI Contact Information.</li> </ul>
7/1/2022 through 6/30/2024	11/30/2022	<ul style="list-style-type: none"> <li>• Updated SHI and buyer contact information.</li> </ul>
7/1/2022 through 6/30/2024	10/12/2022	<ul style="list-style-type: none"> <li>• Printers Purchase instructions added.</li> </ul>
7/1/2022 through 6/30/2024	7/1/2022	<ul style="list-style-type: none"> <li>• Statewide Notice established.</li> </ul>

**NOTICE:** Determining what Cisco products can be ordered under the contract shall be determined by the following:

- **PC Prime Vendor Services Contract:** Only Cisco servers not used for network purposes, as defined in paragraph 2.3.2 a. 1) of the contract, shall be purchased under the PC Prime Vendor Services contract (CT220337001). Additionally, pursuant to paragraph 2.2.6 c. of contract CT220337001, networking products shall not be purchased through this contract.
- **Cisco Network, Related Products, Smartnet Maintenance, and Services Contract:** All products and services that have a Cisco SKU # and are a Cisco product or service shall be purchased off of the Cisco Network, Related Products, Smartnet Maintenance, and Services contract (CT160381001), with the exception of Cisco servers not used for network purposes.

**PRINTER PURCHASES:** Amendment 01 added printers, printer supplies, and printer maintenance kits back into the contract as non-mandatory items. Printers, printer supplies, and printer maintenance kits may be purchased through the PC Prime Vendor Services contract, or through the NASPO ValuePoint Copier and MPS contracts.

**Employee Purchase Program:** SHI's website provides direct links to the employee purchase programs made available by the manufacturers to state employees. State employees can access the employee purchase program by registering on SHI's web site at [www.shi.com](http://www.shi.com). Instructions on how to set up an account can be

found on SHI's web site at <https://www.shi.com/faq#new-user-account>.

When prompted, state employees will need to contact [Missouri@shi.com](mailto:Missouri@shi.com) to have SHI verify their state employment.

ADDITIONAL INFORMATION AND INSTRUCTIONS TO THE STATEWIDE NOTICE WILL BE FORTHCOMING. (Contract CT220337001 replaces CT160910001)

Contractual Requirements should be reviewed in Attachment 1, CT220337001 – Contract Part 2 (mandatory requirements start on p. 30 of 169).

1. PRICING INFORMATION

1.1 Acquisition Options/Pricing: SHI will apply the following percentages over SHI's documented acquisition cost:

Description	Percentage Over Acquisition Cost
<b>Category 1:</b> Desktop Computers, Portable Computers, and Peripherals	4 %
<b>Category 2:</b> Data Center Technologies	5 %
<b>Category 3:</b> Software and Software Maintenance (Excluding Microsoft)	4 %
<b>Category 4:</b> Microsoft Software and Maintenance	2 %
<b>Category 5:</b> Manufacturer-Provided Value Added Services (Including but not limited to warranty, warranty upgrades, critical systems hardware maintenance, fixed asset tracking, hardware imaging, installation, implementation, technical support, equipment disposal, and software training)	7 %
<b>Category 6:</b> Contractor-Provided Value Added Services (Including but not limited to installation, hardware imaging, implementation, warranty/service plans, technical support, equipment disposal, software training, and solution testing and research services)	5 %

**COOPERATIVE PURCHASING AGREEMENT BETWEEN  
THE CITY OF LEE'S SUMMIT AND  
SHI INTERNATIONAL CORP**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and SHI International Corp (the "Vendor"). The City and the Vendor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

- A. After a competitive procurement process State of Missouri entered into Contract #CT220337001 dated July 1, 2022 (the State of Missouri Contract), for the Vendor to provide PC Prime Vendor Services. The State of Missouri Contract is incorporated herein by reference as though fully set forth, to the extent not inconsistent with this Agreement.
- B. The City is permitted to purchase such products and services under the State of Missouri Contract, at its discretion and with the agreement of the awarded Vendor, and so long as the State of Missouri Contract permits its cooperative use by other public entities, including the City.
- C. The City and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the State of Missouri Contract and this Agreement, and (ii) establishing the terms and conditions by which the Vendor may provide the City with PC Prime Vendor Services, as more particularly set forth in Section 2 below (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Vendor hereby agree as follows:

- 1. Term of Agreement. This Agreement shall be effective as of the Effective Date set forth below and shall remain in full force and effect until the end of the term of State of Missouri Contract, unless terminated as otherwise provided in this Agreement.
- 2. Scope of Work. The vendor shall provide PC prime Vendor Services as set forth in the State of Missouri Contract.
- 3. Work Authorization/E-verify. Pursuant § 285.530, RSMo., if this Agreement exceeds five thousand dollars (\$5,000.00), Vendor warrants and affirms to the City that (i) Vendor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Vendor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Vendor reciting compliance is not sufficient.

- 4. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the

Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. Vendor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

5. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri and suit pertaining to this Agreement may be brought only in courts in Jackson County, Missouri.

6. Anti-Discrimination Against Israel Act. If this Contract has a total potential value of \$100,000 or more and Vendor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Vendor certifies that Vendor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

7. Rights and Privileges. To the extent provided under the State of Missouri Contract, the City shall be afforded all of the rights and privileges afforded to State of Missouri and shall be the "State" (as that term is defined in the State of Missouri Contract) for the purposes of the portions of the State of Missouri Contract that are incorporated herein by reference.

8. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 7 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to State of Missouri to the extent provided under the State of Missouri Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance.

In addition to the insurance requirements set forth in the State of Missouri Contract, for claims arising out of the performance under this Agreement, the City, its agents, representatives, officers, officials and employees shall be an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 and CG 20 37, or their equivalents. Blanket additional insured endorsements are acceptable.

9. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which will be deemed an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the 8<sup>th</sup> day of August, 2022 ("Effective Date").


**CITY OF LEE'S SUMMIT**



Stephen A. Arbo, City Manager

Date 8/8/22

**ATTEST:**



Trisha Fowler Arcuri, City Clerk

**APPROVED AS TO FORM:**



Daniel R. White,  
Chief Counsel of Management and Operations

**SHI INTERNATIONAL CORP**

DocuSigned by:  
Kristina Mann  
BY EA418E789F09404...

Print Name Kristina Mann

Title Senior Manager-Contracts

Date 8/3/2022



## 2. SCOPE OF WORK

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

### 2.1 General Requirements:

- 2.1.1 The contractor must provide personal computer (PC) hardware, software, and related value-added services which meet or exceed the requirements and provisions contained in this document to the entities identified in Section 1.2 herein. The products and services offered under the contract must be suitable for use in the business transacted by the State of Missouri. The contractor shall not offer products and services outside the parameters defined within this document.
- 2.1.2 The contractor must provide a cost-effective solution to aggregate the state's enterprise spend to obtain PC hardware and software at the best pricing available. This shall include providing sourcing strategies, including negotiations with product manufacturers and distributors on the state's behalf, which optimize the state's volume purchasing power. Additionally, the contractor should provide expert advice on the state's acquisition practices that would result in more cost-effective and efficient product ordering and acquisition, thereby resulting in lower costs for the state.
- 2.1.3 Authorized Reseller: Within thirty (30) days after authorization to proceed with service, the contractor or its subcontractor must be an authorized reseller for each of the manufacturers' lines specified herein. The required manufacturers' product lines specified herein are based upon the state's current installed base of products.
- 2.1.4 Product Line Additions and Deletions: The State of Missouri reserves the right to add or delete manufacturers and products from the required lists based on availability and needs identified by the state. All additions and deletions shall be accomplished via a contract amendment.
- 2.1.5 The contractor shall not provide leasing under the contract. State agencies will use the state's Master Lease contracts if leasing is needed.

### 2.2 Desktop Computers, Portable Computers, Peripherals, and Supplies:

#### 2.2.1 New and Used Equipment:

- a. The contractor's equipment must be new and in current production. Used, reconditioned, remanufactured, or prototype equipment is not acceptable unless written authorization is provided by the state agency prior to shipment.

#### 2.2.2 Mandatory Desktop Computers:

- a. The contractor must provide the entire enterprise (business class, thin client, network certified, etc.) line of desktop products, including virtual desktop products, from each of the manufacturers listed below.

<b>Paragraph 2.2.2 a. 4) ADDED per Addendum 03</b>
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- 1) Apple

<b>Paragraph 2.2.2 a. 2) REVISED Per BAFO 01</b>
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- 2) Dell *Brand (Does not include subsidiary product lines such as Alienware.)*  
 3) Hewlett Packard  
 4) *Lenovo*



- b. Unless approval is granted by ITSD and the contract is amended by the Division of Purchasing, the desktop products provided under the contract shall be limited to the manufacturers listed above.
- c. The contractor must be able to provide desktop computers with Intel processors, AMD processors, Apple processors and any other chipset the state agency determines in the future, as applicable from the manufacturer, and as requested by the state agency and approved by ITSD if the state agency is an OA-ITSD consolidated state agency.

### 2.2.3 Mandatory Portable Computers:

<b>Paragraph 2.2.3 a. 10) ADDED per Addendum 03</b>
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- a. The contractor must provide the entire enterprise (business class, network certified, etc.) line of portable products including laptops, notebooks, netbooks, tablets, and ruggedized computers, from each of the manufacturers listed below.
  - 1) Apple;
  - 2) Dell;
  - 3) Hewlett Packard;
  - 4) Microsoft;
  - 5) Motion Computing: Tablets Only;
  - 6) Panasonic: Ruggedized Line Only;
  - 7) Samsung: (Tablets and Chromebooks) Only;
  - 8) Xplore Technologies: Ruggedized Line Only; and
  - 9) Zebra: Ruggedized Line Only
  - 10) **Lenovo**
- b. The contractor must be able to provide portable computers with Intel processors, AMD processors, Apple processors and any other chipset the state agency determines in the future, as applicable from the manufacturer, and as requested by the state agency.
- c. Unless approval is granted by ITSD and the contract is amended by the Division of Purchasing, the portable computers provided under the contract, excluding tablets, shall be limited to the manufacturers listed above.
- d. Portable Computer Restrictions:
  - 1) Portable (including tablets) computers acquired from the contractor shall not be acquired with a cellular wireless data plan.
    - Inactivated cellular network cards from the laptop and tablet manufacturers are allowed.

2.2.4 The contractor shall offer service-based desktop and portable computer mechanisms such as Device as a Service (DaaS).

- a. For the State of Missouri, DaaS includes providing laptops, desktop PCs, and other devices along with pre-configuration and customization of the devices with productivity and security applications as well as value-added services to ready the devices for state use.

### 2.2.5 Desktop and Portable Computer Peripherals and Supplies:

- a. The contractor must provide the mandatory and non-mandatory desktop and portable computer-related peripherals and non-mandatory supplies specified below in addition to the personal computer components outlined herein. The peripherals offered by the contractor through the contract may be available from various manufacturers, but must be confined to the parameters outlined below.

- b. Mandatory Peripherals: The following peripheral equipment shall be required to be purchased under the contract:
- 1) Memory Expansion;
  - 2) Monitors (30" screen or below);
  - 3) Portable computer accessories (batteries, docks, port replicators, etc.);
  - 4) Desktop and Portable Computer Components (CPU upgrades, motherboards, graphic cards, sound cards, etc.); and
- c. Non-Mandatory Peripherals: The following is a list of desktop and portable computer related peripheral equipment that state agencies may, but are not required to, purchase under the contract:
- 1) Drives & Storage (CD drives, DVD drives, internal and external hard drives, floppy drive, etc.);
  - 2) Input Devices (mice, keyboards, etc.);
  - 3) Network Interface Cards (NICs) (internal and USB connected);
  - 4) Digital Cameras and Camcorders;
  - 5) Solid State Storage;
  - 6) Multimedia Equipment (projectors, whiteboards, etc.);
  - 7) Audio Components (speakers, microphones, headphones, etc.);
  - 8) Cables and Adaptors (Audio/Video cables, Bluetooth, peripheral cables, USB, etc.);
  - 9) Plotters;
  - 10) Power Protection (surge protectors, uninterrupted power supplies, etc.);
  - 11) Security and Protection Hardware (privacy filter, anti-glare filter, portable computer security lock, etc.);
  - 12) Video Conferencing Equipment only from brands Polycom, and Bridget;
  - 13) Webcams
  - 14) Modems;
  - 15) Monitors (larger than 30"); and
  - 16) Scanners.

<b>2.2.5 c. 17) ADDED Per BAFO 01 Revised</b>
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- 17) *Mobile Printers (e.g. Brother P1762 200 DPI USB & Bluetooth (BT), etc.)*

- d. Non-Mandatory Media/Supplies: The following is a list of desktop and portable computer related media/supplies that state agencies may, but are not required to, purchase under the contract:
- 1) Recordable Optical Media; and
  - 2) USB Flash Drives.

2.2.6 Excluded Products and Services: The following items are NOT currently being considered for inclusion in the contract, therefore; the contractor shall be precluded from selling the following items under the contract, unless otherwise revised by the state:

- a. Cellular Wireless Communication Products;
- b. Telecommunications Equipment (including cellular devices, except for inactivated internal cellular network cards provided by the manufacturer);
- c. Networking Products (other than those listed under Required and Non-Mandatory Peripherals);
- d. Printers;
- e. Copier-Based Multi-Functional Printer/Copier/Scanner/Fax Machines;
- f. Managed Print Services;
- g. Standalone Facsimile Machines;
- h. Microfiche/Microfilm Products;
- i. Multiplexers;
- j. Midrange Computer Products;
- k. Mainframe Computer Products;
- l. Kiosk Housing, except for internal PC-based components allowed above;

- m. Security Cameras and Systems; and
- n. Consulting Services.

#### 2.2.7 Product Use:

- a. All hardware available for use through the contract and as acquired by the state agency shall be utilized in a personal computer environment. The contractor must work with and report to the Division of Purchasing and a representative named by the State Chief Information Officer (CIO) of OA-ITSD to monitor the actual utilization of the contract to confirm whether hardware purchases are consistent with intended scope of contract.

#### 2.2.8 Documentation and Operating Manuals:

- a. Upon request by the state agency, the contractor must supply, at no additional cost to the state, at least one (1) copy of the standard manufacturer-distributed user documentation and operating manual (either hardcopy or electronic version) for all hardware provided.

#### 2.2.9 Certifications:

- a. If requested by the State of Missouri, the contractor must supply hardware certifications, including FCC Class B Certification, UL Listed, etc. These certifications are required only as applicable and available from the manufacturers.

### 2.3 **Data Center Technologies and Peripherals**

- 2.3.1 The contractor shall provide the State Data Center and non-consolidated agencies with a non-mandatory line of Data Center Technologies, and peripherals from each of the following sections listed below which the State Data Center and non-consolidated agencies may, but are not required to, purchase under the contract:

#### 2.3.2 Non-Mandatory Data Center Technologies:

- a. The contractor must provide the entire enterprise (business class, network certified, etc.) line of Data Center products (including Hyper Converged Infrastructure [HCI] and servers) from each of the manufacturers listed below:.

<b>Paragraph 2.3.2 a. 4) ADDED per Addendum 03</b>
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- 1) Cisco (only for servers not used for network purposes);
- 2) Dell;
- 3) Hewlett Packard; and
- 4) **Lenovo.**

- b. The contractor must be able to provide servers with Intel (x86) and AMD processors, as applicable from the manufacturer, and as requested by the state agency.
- c. Unless approval is granted by ITSD and the contract is amended by the Division of Purchasing, the servers provided under the contract shall be limited to the manufacturers listed above.

#### 2.3.3 Non-Mandatory Data Center Peripherals:

- 2.3.4 The contractor must, at a minimum, offer the following data center peripherals:

- a. Server network cards and cables;
- b. Server fiber connectors and cables;
- c. Server memory expansion modules and cards;
- d. Server CPU – Intel and AMD processors;

- e. Server Components (i.e. racks and cabinets);
- f. Server rack and cabinet supplies;
- g. Server rack console options for server management;
- h. Magnetic Tape Backup; and
- i. Storage Area Networks (SANs) and Network Attached Storage (NAS).

**Paragraph 2.3.4 j. DELETED Per Addendum 01**

- j. *DELETED*

**2.4 Software and Software Maintenance:**

**2.4.1 Software Manufacturers:**

- a. The contractor or its subcontractor must provide the entire PC software product lines, including all licensing models (i.e. SaaS, PaaS, IaaS, subscription, perpetual, etc.) from each of the required software manufacturers listed below, and the state reserves the right to revise this list via a contract amendment. Hosting services must only be provided for SaaS, PaaS, and IaaS software.
  - 1) Note: "PC software product lines," as defined for purposes of the contract, are all software, upgrades, maintenance, documentation, media, and templates which are widely available in the marketplace from a specific PC software manufacturer.
- b. The contractor must provide complete support (e.g. technical support, etc.) for the identified software.
- c. Mandatory Software: The contractor must provide the entire PC software product line provided by the software manufacturers listed below:
  - 1) Adaptive Protocols;
  - 2) Adobe;
  - 3) Advanced Software Products Group, Inc;
  - 4) Bomgar;
  - 5) Citrix Software;
  - 6) Crowdstrike;

**2.4.1 c. 7) DELETED Per BAFO 01**

- 7) *DELETED*;
- 8) FireEye;
- 9) IBM;
- 10) Ivanti
- 11) Lakeside;
- 12) McAfee;
- 13) Microsoft (The contractor must provide all licensing models offered by Microsoft including SaaS products under the contract);
- 14) Parallels;
- 15) RSA;
- 16) VMware;
- 17) SAP;
- 18) SDI USA Inc.;
- 19) Symantec; and

**Paragraph 2.4.1 c. 20) ADDED Per Addendum 01**

- 20) *Red Hat.*

**d. Volume License Agreement Software:**

- 1) The contractor must provide the entire software product lines of software manufacturers for which the State of Missouri has established volume license agreements. The State of Missouri

reserves the right to establish new volume license agreements for software for which the contractor shall be expected to likewise provide the entire product line of that software manufacturer.

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

e. Non-Mandatory Software:

- 1) The contractor shall understand and agree, for state agencies' convenience, acquisitions of PC software and Volume License Agreement Software from manufacturers other than the required software manufacturers' products listed herein may be made as non-mandatory software purchases through the contract (if available from the contractor).
- 2) The contractor shall understand and agree the state reserves the right to procure non-mandatory software, especially software for which maintenance will be required in subsequent years, through competitive bid outside of the PC Prime Vendor contract unless extenuating circumstances are documented and approved by the Division of Purchasing.
- 3) The contractor shall understand and agree the state reserves the right to procure non-mandatory software through the NASPO ValuePoint "Software Value-Added Reseller" contract. (<http://www.naspovaluepoint.org/#/contract-details/69/overview/general>)

f. Versions:

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

g. Licensing:

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

h. Manufacturer-Authorized Software:

- 1) The contractor must only provide software packages which are manufacturer-authorized and approved for distribution to the State of Missouri's using agencies. The software packages must contain, when available from the manufacturer, the manufacturer's user and installation documentation (physical or digital copies are acceptable), except for "media only" software. The contractor must provide registration and licensing documents when provided by the manufacturer.

i. Mandatory Software Maintenance:

- 1) The contractor must provide for the acquisition of maintenance for all mandatory software ordered through the contract, if requested by the agency.
- 2) The contractor must make upgrades/fixes/new releases etc. available to state agencies to acquire or for state agencies to acquire at no cost whichever is appropriate per the software manufacturer's policy for each situation for all mandatory PC software, whenever available, from one of the mandatory software manufacturers' PC software product lines.

j. Non-Mandatory Software Maintenance:

- 1) The contractor must provide for the acquisition of maintenance for all software ordered through the contract, if requested by the agency. The contractor must make upgrades, fixes, new releases etc. available to state agencies to acquire or for state agencies to acquire at no cost whichever is appropriate per the software manufacturer's policy for each situation for all non-mandatory PC software, whenever available, from one of the non-mandatory software manufacturers' PC software product lines.

k. Product Use:

- 1) The software available for use through the contract and as acquired by the state agency shall be utilized in a personal computer environment.
- 2) The contractor must work with and report to the Division of Purchasing and a representative named by the CIO of OA-ITSD to monitor the actual utilization of the contract to confirm whether software purchases are consistent with the intended scope of the contract.

**2.5 Non-Mandatory Security Solutions:**

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

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

- w. Vulnerability Management;
- x. Vulnerability Assessments;
- y. Mobile Device Management and Threat Protection; and
- z. Cloud Security.

2.5.2 Non-Mandatory: State agencies are not required to purchase security solutions through the contract.

2.5.3 If the contractor itself chooses to be a quoted provider of the specified security service solution, then the contractor must also provide the state agency with at least two additional quotes from alternate vendors.

- a. The state agency may also specify the minimum two (2) alternate vendors, but the contractor may add others if desired.
- b. The contractor must provide best effort to obtain the quote for the stated security service solution from the state agency-provided vendors, or provide in writing the reason why they cannot provide a quote from those vendors.
- c. If the state agency requests an alternate vendor be awarded the quoted service, the contractor must provide service from that alternate vendor.
- d. If the contractor chooses to provide a quotation for services where the contractor is competing against the manufacturer or alternate vendors, the contractor must handle quotations from itself and other competitors in an ethical manner which ensures the integrity and fairness of the quotation process.

## **2.6 Manufacturer-Provided Value-Added Services:**

2.6.1 If requested by the state agency, the contractor must provide for the acquisition of manufacturer-provided value-added services, either directly through the manufacturer or through manufacturer-authorized entities, to meet the varying needs of the state agencies. State agencies are not required to utilize the contract for the contractor-provided value-added services described herein.

2.6.2 Services, when available from the manufacturer or its manufacturer-authorized entities, must include, but are not limited to:

- a. Manufacturer Warranty,
- b. Manufacturer Warranty upgrades,
- c. Manufacturer Service plans,
- d. Critical systems hardware maintenance,
- e. Fixed asset tracking,
- f. Hardware imaging,
- g. Installation and Installation Assistance,
- h. Implementation Services,
- i. Technical support,
- j. Equipment disposal, and
- k. Software Training.

### **2.6.3 Manufacturer Warranty:**

- a. The contractor must provide the available warranties from the hardware and software manufacturers identified herein.
- b. Warranties shall commence upon delivery and acceptance at the state agency facility. The contractor must provide the manufacturer's warranty and maintenance programs.
- c. State agencies may, but are not required to, purchase maintenance under the contract.

#### 2.6.4 Manufacturer Warranty Upgrades:

- a. The contractor must provide for the acquisition of manufacturers' upgrades to the standard warranties for all:
  - 1) Desktops,
  - 2) Portable Computers, and
  - 3) Data Center Technologies.

#### 2.6.5 Manufacturer Service Plans:

- a. For equipment purchased under the contract and also for equipment less than five (5) years old owned by the state and purchased under prior contract(s), after expiration of applicable warranties, the contractor shall provide for the acquisition of manufacturer service plans for all desktops, PCs, and data center technologies available.

#### 2.6.6 Critical Systems Hardware Maintenance:

- a. Critical systems hardware maintenance shall be defined as mission-critical equipment out of warranty (i.e. servers which, if down, would negatively impact the daily operations of the state agency resulting in loss of productivity).
- b. The contractor shall provide for the acquisition, when available from the manufacturer, of critical systems maintenance for desktops, PCs, and data center technologies either from the manufacturer or a manufacturer-authorized third party maintenance provider (if applicable).
- c. The contractor must provide for critical maintenance support minimally in and surrounding the following Missouri cities representing the locations of the individual Missouri Highway Patrol troop headquarters and Missouri Department of Conservation regional offices, although all agencies in these locations shall have the ability to order critical system maintenance, if necessary.:
  - 1) Columbia,
  - 2) Cape Girardeau,
  - 3) Jefferson City,
  - 4) Kirksville,
  - 5) Lee's Summit,
  - 6) Macon,
  - 7) Popular Bluff,

<b>Paragraph 2.6.6 c. 8) REVISED Per Addendum 01 (Some Text Deleted)</b>
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- 8) Rolla,
- 9) St. Joseph,
- 10) St. Louis,
- 11) West Plains,
- 12) Willow Springs, and

<b>Paragraph 2.6.6 c. 13) ADDED Per Addendum 01</b>
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- 13) *Springfield.*

- d. Critical systems maintenance shall include on-site, twenty-four (24)-hour per day, seven (7)-day per week basis (including all state holidays) with a critical fix time.
  - 1) Critical fix time shall be defined as equipment repair occurring within twenty-four (24) hours after notification of the problem.



### 2.6.7 Fixed Asset Tracking:

- a. The contractor must provide for the acquisition, when available from the manufacturer, of hardware and software asset tracking services from the manufacturer or a manufacturer-authorized third party provider (if applicable).
- b. The contractor must provide the ability to receive information from the manufacturer of those assets, or a manufacturer-authorized third-party provider (if applicable), that the state determines must be tracked.
- c. The contractor must provide the state agency the folio information for all hardware to be uploaded to the state's physical inventory tracking system.
- d. The contractor must provide each of the following for the hardware products purchased under the contract. The fixed asset tracking information must be provided in a Microsoft Excel readable format.
  - 1) Missouri Purchase Order (PO) Number;
  - 2) Missouri Purchase Order Date;
  - 3) Warranty Expiration Date;
  - 4) City;
  - 5) Service Tag Number;
  - 6) Asset Tag Number; and
  - 7) Description.
- e. It is highly desirable for the contractor to provide the above referenced fixed asset tracking information in an electronic format that is capable of being imported into the state's financial system. While the state's current financial system is not capable of providing fixed asset tracking import functionality, the state is in the process of obtaining a new financial system that may include this functionality in the future.

### 2.6.8 Hardware Imaging:

- a. The contractor should provide, when available from the manufacturer, hardware imaging services such as the following:
  - 1) Device imaging,
  - 2) Burn-in,
  - 3) Custom factory settings,
  - 4) Cabling (excluding services requiring prevailing wage), and
  - 5) Racking from the manufacturer or a manufacturer-authorized third party provider (if applicable).

### 2.6.9 Installation and Install Assistance:

- a. The contractor must provide, when available from the manufacturer, installation services and upon request by the state agency, from the manufacturer or a manufacturer-authorized third party provider (if applicable) for new systems.
- b. System Installation and Setup Options: The contractor must provide for the acquisition of manufacturers' system installation and setup options to be used at the discretion of the state agency.
  - 1) The state agency shall specify on the purchase order which of the installation and setup options, if any, they are requiring the contractor to deliver with the specific hardware and/or software ordered.

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

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply.

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

**2. APPLICABLE LAWS AND REGULATIONS**

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

**3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT**

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise Purchasing if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from vendors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from Purchasing, unless the RFP specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal end date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP end date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by Purchasing in the RFP or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those proposal opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/>.
- f. Purchasing reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the RFP on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was

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

#### 4. PREPARATION OF PROPOSALS

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

#### 5. SUBMISSION OF PROPOSALS

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

#### 6. PROPOSAL OPENING

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

#### 7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by Purchasing to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the vendor whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all vendors fail to meet the same mandatory requirement in an RFP, Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. Purchasing reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a vendor, from vendor's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those vendors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.
- j. Any award of a contract shall be made by notification from Purchasing to the successful vendor. Purchasing reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by Purchasing based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. Purchasing posts all proposal results on the MissouriBUYS Statewide eProcurement System for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Vendors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050.
- o. The final determination of contract(s) award shall be made by Purchasing.

## 9. CONTRACT/PURCHASE ORDER

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

## 10. INVOICING AND PAYMENT

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

## 11. DELIVERY

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

## 12. INSPECTION AND ACCEPTANCE

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

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

## 17. COMMUNICATIONS AND NOTICES

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

## 18. BANKRUPTCY OR INSOLVENCY

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

## 19. INVENTIONS, PATENTS AND COPYRIGHTS

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

## 20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

## **21. AMERICANS WITH DISABILITIES ACT**

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

## **22. FILING AND PAYMENT OF TAXES**

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

## **23. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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