

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

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034901902654
TITLE: Medical Marijuana Facility Application Scoring Services
ISSUE DATE: June 10, 2019

REQ NO.: NR 580 41031900446
BUYER: Leslie Kemna
PHONE NO.: (573) 751-4887
E-MAIL: leslie.kemna@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: June 21, 2019 AT 2:00 PM CENTRAL TIME (END DATE)

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

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

<p>(U.S. Mail) RETURN PROPOSAL TO: PURCHASING PO BOX 809 JEFFERSON CITY MO 65102-0809</p>	or	<p>(Courier Service) PURCHASING 301 WEST HIGH STREET, RM 630 JEFFERSON CITY MO 65101-1517</p>
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CONTRACT PERIOD: Effective Date of Contract through One Year

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

**Department of Health and Senior Services
Division of Licensure & Regulation/Medical Marijuana Program
912 Wildwood
Jefferson City MO 65109**

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 10/19/15). The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

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

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE

PRINTED NAME

TITLE

Solicitation Organization:

This document is divided into the following parts:

- Section 1: Introduction and General Information
- Section 2: Scope of Work
- Section 3: Contractual Requirements
- Section 4: Proposal Submission Information and Requirements
- Exhibit A: Pricing Page
- Exhibit B: Proposed Methodology, Approach, and Work Plan
- Exhibit C: Personnel Qualifications – Project Manager Biography
- Exhibit D: Personnel Qualifications – Scoring Team Member Biographies
- Exhibit E: Past Performance
- Exhibit F: Vendor Attestation
- Exhibit G: Participation Commitment
- Exhibit H: Documentation of Intent to Participate
- Exhibit I: Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
- Exhibit J: Miscellaneous Information
- Attachment 1: Medical Marijuana Evaluation Criteria Constitution Language
- Attachment 2: Confidentiality and Conflict of Interest, Missouri Medical Marijuana Contract Services
- Attachment 3: Evaluation Criteria for Technical Proposal
- Terms and Conditions

1.INTRODUCTION AND GENERAL INFORMATION

This section of the solicitation includes a brief introduction and background information about the intended acquisition for which the requirements herein are written.

1.1.Introduction:

1.1.1.This document constitutes a request for competitive, sealed proposals for the provision of Medical Marijuana Facility Application Scoring services for the Missouri Department of Health and Senior Services as set forth herein.

1.1.2.The purpose of this RFP is to obtain the services of an independent contracting firm to blindly review and score Medical Marijuana Facility Applications for the Missouri Department of Health and Senior Services' Medical Marijuana Regulatory Program.

1.2.RFP Questions:

1.2.1.Questions and issues relating to the RFP must be directed to the buyer. It is preferred that questions be e-mailed to the buyer at leslie.kemna@oa.mo.gov.

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

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

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

1.2.3.All questions and issues should be submitted no later than ten calendar days prior to the due date of the proposals. If not received prior to five (5) days before the proposal due date, the Division of Purchasing may not be able to fully research and consider the respective questions or issues.

1.2.4.Upon the Division of Purchasing's consideration of questions and issues, if the Division of Purchasing determines that changes are necessary, the resulting changes will be included in a subsequently issued RFP addendum(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for a RFP addendum. All vendors will be advised of any change to the RFP's language, specifications, or requirements by a formal addendum to the RFP. There will be no posted written records of the questions/communications (i.e., formal question/answer document).

1.3.Pre-Proposal Teleconference: The purpose of the State of Missouri shall be that which is contained in the RFP and

1.3.1.A pre-proposal teleconference call regarding this Request for Proposal will be held on **Thursday, June 13, 2019 at 8:30 a.m.**, Central Time. Vendors are encouraged to participate in the pre-proposal teleconference as it will be used as the forum for questions, communications, and discussions regarding the RFP. The vendor should become familiar with the RFP and develop all questions prior to the teleconference in order to ask questions and otherwise participate in the public communications regarding the RFP.

a.Prior Communication – Prior to the teleconference, the vendor may submit written communications and/or questions regarding the RFP to the buyer identified on page one. Such prior communication will provide the State of Missouri with insight into areas of the RFP which may be brought up for discussion during the teleconference and which may require clarification.

b.During the teleconference, it shall be the sole responsibility of the vendor to orally address all issues previously presented to the buyer by the vendor, including any questions regarding the RFP or areas of the RFP requiring clarification.

c.Addendum to the RFP - Any changes needed to the RFP as a result of discussions from the teleconference will be accomplished as an addendum to the RFP. Neither formal minutes of the teleconference nor written records of the questions asked during the teleconference will be maintained.

1.3.2. The vendor must contact the buyer from the Division of Purchasing as specified below to obtain dial-in instructions. The vendor will be provided with a telephone number to dial, in order to listen and participate in the pre-proposal conference call. The vendor shall refrain from contacting the state agency.

a. Contact the buyer by phone at (573) 751-4887 or by e-mail at Leslie.Kemna@oa.mo.gov

1.3.3. The vendor should have a copy of the RFP for the teleconference since the RFP will be used as the agenda for the pre-proposal teleconference.

1.4. Background and Historical Usage Information:

1.4.1. On November 6, 2018, Missouri voters approved Amendment 2 to permit state-licensed physicians to recommend marijuana for medical purposes to patients with serious illnesses and medical conditions. The Department of Health and Senior Services is the department within the State of Missouri tasked with implementing the provisions of Amendment 2, which includes but not limited to:

- a. Issuing registrations to qualified patients and their primary caregivers.
- b. Licensing and certification of medical marijuana cultivation facilities.
- c. Licensing and certification of medical marijuana dispensary facilities.
- d. Licensing and certification of medical marijuana-infused products manufacturing facilities.
- e. Licensing and certification of medical marijuana lab testing facilities.

1.4.2. Constitutional provisions of Amendment 2 are available at <https://www.sos.mo.gov/CMSImages/Elections/Petitions/2018-051.pdf>.

1.4.3. Facility applications and scoring will be required for cultivation facilities, infused products manufacturing facilities, lab testing facilities, and dispensaries.

1.4.4. The Missouri Department of Health and Senior Services will provide licenses or certifications for up to ten (10) lab testing facilities, sixty (60) cultivation facilities, eighty-six (86) manufacturing facilities, and one hundred ninety-two (192) dispensaries. The number of facility applications received for each license type is unknown. However, to date, the Missouri Department of Health and Senior Services has received a total of approximately five hundred twenty (525) pre-filed facility applications (i.e. intent to file a full facility application on August 3, 2019), broken down by facility type as follows:

- a. Cultivation facilities: 153
- b. Dispensary facilities: 277
- c. Manufacturing facilities: 80
- d. Lab testing facilities: 15

1.4.5. Full facility applications will be accepted on August 3, 2019 for a two-week period. Therefore, the total number of facility applications to be reviewed will be unknown until that time.

1.4.6. In the event the Missouri Department of Health and Senior Services does not receive facility applications over the number of available Facility Type license, as defined in paragraph 1.4.4, there will not be a need to score that Facility Type application. For example, if the Missouri Department of Health and Senior Services only receives sixty (60) cultivation applications, there will not be a need to score these facility applications since sixty (60) cultivation licenses are available (this does not imply that all sixty (60) of the cultivation applicants will automatically receive a license).

1.4.7. A blind evaluation process will be used in the evaluation of facility applications as detailed in paragraph 2.5.4.

1.5. Accuracy of Background Information:

1.5.1. Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

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 and the contractor unless changed by a contract amendment.

2.1.General Requirements:

2.1.1.The contractor shall provide Medical Marijuana Facility Application Scoring services for the Missouri Department of Health and Senior Services, Division of Licensure & Regulation, Medical Marijuana Regulatory Program (hereinafter referred to as the state agency) in accordance with the provisions and requirements stated herein.

2.1.2.The contractor shall perform all services to the sole satisfaction of the state agency.

2.1.3.In accordance with Section 2.8, Conflict of Interest, within two (2) business days of the state agency's notification to proceed with services, the contractor and contractor's personnel, including all subcontractor personnel on the project, shall submit to the state agency a signed copy of Attachment 2, Confidentiality and Conflict of Interest, Missouri Medical Marijuana Contract Services. The signed Attachment 2, Confidentiality and Conflict of Interest, Missouri Medical Marijuana Contract Services shall be applicable while the contract is in place. The contractor shall submit a signed copy of Attachment 2, Confidentiality and Conflict of Interest for any new personnel prior to their performance of services.

2.1.4.The contractor shall understand and agree that all services provided by the contractor may be completed remotely with no requirements for on-site work at state agency offices or within the State of Missouri except for the Kick-Off Meeting, as described below.

2.1.5.Upon the state agency's authorization to proceed with services, the state agency will provide contact information for a state agency liaison to serve as the state agency contact. The contractor shall report to and follow the state agency liaison's instructions.

2.1.6.Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein at no additional cost beyond the pricing stated on the Pricing Page(s).

2.2.Contractor Qualifications:

2.2.1.The contractor and subcontractors should have experience working with Medical Marijuana Programs in other states within the last three (3) years.

2.2.2.The contractor should have completed three (3) projects within the past five (5) years that involve providing one or more of the following on a similar scope and scale with other organizations of a similar size:

- a.General consulting services,
- b.Facility application scoring or review,
- c.Audits,
- d.Rate setting,
- e.Actuarial valuations, and/or
- f.General procurement management services.

2.3.Personnel Requirements and Qualifications:

2.3.1.The contractor shall provide a Project Manager that will be the point of contact throughout the contract. The contractor's Project Manager must have a minimum of a bachelor's degree and three (3) years of professional experience as a Project Manager. A project management certification is preferred in an industry standard project management program. In addition, the contractor's Project Manager should have managed two (2) projects of similar size and scope to the requirements of the contract within the past three (3) years and should have experience with application scoring.

2.3.2.The contractor shall provide a dedicated scoring team for the duration of the contract where specialists, defined as having expertise in their industry, as identified below, are available to score the appropriate responses.

It is highly desirable that the contractor's scoring team members have at least five (5) years of background and/or expertise in one or more of the following areas as well as experience in scoring or evaluation in these areas:

- a.Highly regulated industry;
- b.Medical or pharmacy;
- c.Human resources;
- d.Environmental;
- e.Site security;
- f.Business ownership/management;
- g.Finances;
- h.Legal cannabis;
- i.Economic development/impact;
- j.Healthcare;
- k.Testing Laboratory;
- l.Horticulture;
- m.Food/beverage/pharmaceutical manufacturing; and/or
- n.Extraction of chemicals from plants.

2.3.3.Upon the state agency's notification to proceed with services, the contractor shall submit copies and/or proof of all professional certifications held by scoring team members to the state agency.

2.3.4.The contractor shall ensure that the personnel provided by the contractor are qualified to perform the applicable requirements of the contract.

2.3.5.The contractor's and the contractor's subcontractor personnel performing services under this contract must complete and pass a criminal background check from the Missouri State Highway Patrol prior to being given access to any information regarding the services. For purposes of this contract, a criminal background check shall be considered passing if the results show no conviction of or guilty plea to a state or federal law that is, or would have been, a felony under Missouri law, regardless of the sentence imposed. A drug conviction, including a misdemeanor will prohibit a contract team member from working on the contract. The contractor shall provide the results of the criminal background checks for all such personnel to the state agency, and, in the event of subsequent behavior by those personnel that would cause them to fail a criminal background check, the contractor shall promptly remove those personnel from participation in the contract services and notify the state of their removal.

2.4.Work Plan and Meeting Requirements:

2.4.1.Within five (5) business days after the state agency's notification to proceed with services, the contractor shall submit a draft written work plan to the state agency's liaison. The contractor's draft work plan shall include a complete and clear plan of execution of the requirements included in the Scope of Work, including a description of the entire scoring process, identification of the project manager and scoring team members, methods or steps used to perform each requirement and measurable indicators, and a timeline of completion of the deliverables (e.g. Gantt chart).

- a.The contractor shall understand and agree that the state agency shall have the right to modify, require changes, and/or require additional elaboration to the contractor's work plan. The state agency will provide such changes to the contractor at the Kick-Off Meeting, described below.

b. In addition, because the needs of the state agency may change throughout the contract period, the contractor may be required to submit a new or revised work plan at other times throughout the contract period. The contractor shall prepare and submit all future work plans within a timeframe stipulated by the state agency.

2.4.2. Within seven (7) business days after the state agency's notification to proceed with services, the contractor shall attend a Kick-Off Meeting with the state agency in Jefferson City, Missouri. The date, time and location of the meeting will be determined by the state agency. The purpose of the Kick-Off Meeting includes:

- a. Introducing state agency staff and contractor personnel;
- b. Establishing a clear understanding of the requirements and processes for the contract;
- c. Reviewing the contractor's draft work plan;
- d. Coordinating the commencement of work;
- e. Advising the contractor's personnel of any pertinent/required logistical information, such as security and confidentiality requirements; and
- f. Establishing the process for document sharing between the contractor and the state agency.

2.4.3. Within three (3) business days after the Kick-Off Meeting, the contractor shall make the required changes to the work plan provided to the contractor at the Kick-Off Meeting and submit a final work plan to the state agency.

2.4.4. The contractor shall establish weekly status meetings with the state agency via a conference call or other similar communication type on a day and time approved by the state agency.

2.4.5. The contractor shall abide by the state agency's determination of the contractor's required and/or limitation of participants for the Kick-Off Meeting.

2.4.6. The contractor shall understand and agree that if the state agency requires the contractor to be present in Jefferson City, Missouri after the Kick-Off Meeting, the state agency will reimburse travel expenses that are mutually agreed upon and approved by the contractor and the state agency.

2.4.7. Following the state agency's approval of the contractor's work plan, the contractor shall proceed with services outlined below.

2.5. Scoring Requirements:

2.5.1. The contractor shall understand and agree that due to preliminary screening and the two-week open facility application period for businesses to submit a facility application, the contractor may not receive all of the applications at one time. Each application will be available to the contractor once the state agency's initial review is complete and the applicant has submitted a full and complete application.

2.5.2. The contractor shall understand and agree that application and scoring documents will be exchanged with the contractor in an electronic format utilizing a secure document exchange method that is mutually agreed upon by the contractor and the state agency. Document exchange may be provided to the contractor through limited access to the state agency's application and licensing system, a third-party document exchange tool such as SFTP or Box, or similar means. The Facility Application Scoring Spreadsheet shall be used by the contractor to record the scores of each question for each application. The state agency will provide the Facility Application Scoring Spreadsheet to the contractor at the Kick-Off Meeting.

2.5.3. The contractor shall understand and agree that the contractor may begin receiving facility applications from the state agency as soon as August 3, 2019.

2.5.4. The contractor shall understand and agree that facility applications shall be evaluated using a blind scoring method. Each facility application will be assigned a random facility application number provided by the state agency. When scoring, the contractor's scoring team members shall only have access to the following:

- a. The unique facility application number provided by the state agency;

- b. The question to be scored;
- c. The applicants response; and
- d. Any redacted documents provided by the applicant.

2.5.5. The contractor shall score all facility applications in accordance with Article XIV of the Missouri Constitution and associated Rules. The state agency will provide the contractor with a Facility Scoring Guide and a Facility Application Scoring Spreadsheet. (The state agency has posted the Facility License Application Questions and the Scoring Criteria document on their website at <https://health.mo.gov/safety/medical-marijuana/>) The state agency will provide the contractor with the Scoring Guide and the Facility Application Scoring Spreadsheet at the Kick-Off Meeting.

a. The contractor shall understand and agree that each Facility Type (i.e. cultivation, manufacturing, lab testing, and dispensary) will have a set of questions specific to that Facility Type and shall be scored accordingly.

b. The contractor shall group the facility application questions in a way that allows an individual scoring team member to score the same question for each facility application type within a topic area before beginning a new question. The contractor should utilize a scoring team member that has applicable expertise for the topic area as indicated in 2.3.2. For example, one scoring team member should score all Question #1's in the Cultivation Facility Applications. The contractor shall understand and agree that the state agency shall have final approval of the scoring team member(s) assigned to each question. The contractor shall further understand and agree that each question response will have a word count limit and an attachment limit as indicated on the Facility License Application Questions and Scoring Criteria document. In addition, the contractor shall understand and agree that there are approximately sixty-six (66) General Questions to which all Facility Type applicants must respond. Each Facility Type will have approximately the following number of questions in addition to the sixty-six (66) General Questions:

- 1) Cultivation Facilities: Eleven (11) questions;
- 2) Manufacturing Facilities: Ten (10) questions;
- 3) Dispensaries: Ten (10) questions; and
- 4) Lab Testing Facilities: Twenty-two (22) questions.

c. The contractor shall pull the individual question and response with the appropriate facility application number and assign such to a scoring team member that has the appropriate background and expertise. The state agency will provide facility applications to the contractor by facility application number, not by question.

d. The contractor's scoring team member shall score each question in an objective way using the predetermined point range and instructions outlined in the Facility Scoring Guide provided by the state agency.

e. The contractor's scoring team members shall only make notes regarding how the scoring team member scored a question to maintain consistency and objectivity. The contractor shall retain such notes and provide a copy of the notes to the state agency when the final facility type scores are provided.

f. The contractor shall understand and agree that in order to prevent early scores from deviating from later scores after the scoring team member becomes familiar with responses, the contractor shall determine a number of facility applications that a scoring team member must practice score prior to officially scoring any facility application. Such number shall not be known to the scoring team member. Any facility applications that were used as a practice score shall be returned to the pool of facility applications to be scored and the practice score will not be retained.

2.5.6. Once a section of responses is scored for a particular Facility Type, the contractor shall review the Facility Type applications as a whole to determine if there is a statistically significant variance to a response. If there are any statistically significant variances determined by the contractor, the contractor shall notify the state agency and re-score the applicable applicant question(s) to ensure consistency and integrity. The contractor shall understand and agree that only the application question(s) that were determined to have a variance should be re-scored, not all

the questions within that Facility type. The contractor shall discard the first score and shall record the second score as the final score.

2.5.7. The contractor shall provide the scores and rankings for each application by Facility Type on the Facility Application Scoring Spreadsheet provided by the state agency, by the dates indicated in 2.6.1 below.

2.5.8. The contractor must employ ongoing project management techniques to ensure a comprehensive, timely, and confidential medical marijuana facility application scoring service.

2.5.9. The contractor shall utilize the secure electronic document exchange system to transmit the facility application scoring results to the state agency on the Facility Application Scoring Spreadsheet provided by the state agency.

2.6. Results, Reporting, and Additional Requirements:

2.6.1. The contractor shall complete the evaluation and provide scoring results for the facility applications in the following order and by the dates shown for the first round of Medical Marijuana facility applications.

a. Lab Testing Facilities – September 15, 2019

b. Cultivation Facilities – October 30, 2019

c. Manufacturing Facilities – November 30, 2019

d. Dispensaries – November 30, 2019

2.6.2. Upon the contractor's submission of the final facility application scoring results, the contractor and the contractor's scoring team shall be available to answer questions at the state agency's request during the weekly status call and as requested by the state agency.

2.6.3. The contractor shall understand and agree that because applicants are awarded a contingent license and have one (1) year to become a fully licensed facility, the state agency reserves the right to start the facility application process over in the event the maximum number of licenses/certifications are not issued. If additional rounds of facility application scoring is required, such shall be provided by the contractor during the original contract period and renewal periods. The contractor and the state agency will mutually agree on additional Facility Type application scoring deadlines.

2.6.4. The contractor shall submit reports to the state agency at the intervals defined by the state agency's liaison but with no greater frequency than once per week. The contractor may include the reports as an agenda item for the weekly status update meetings. The contractor's report must include the following:

a. The number of facility applications and questions that have been scored per facility type; and

b. The percentage of facility applications completed relative to the due dates.

2.6.5. The contractor shall abide by the state agency's direction as final authority regarding all aspects of the contract. This does not include changing facility application scores.

2.6.6. The contractor and the contractor's personnel shall abide by all confidentiality and security procedures required by the state agency throughout the contract and as applicable following contract termination.

2.7. Consulting and Testimony Requirements:

2.7.1. The contractor shall provide consulting services and expert testimony on behalf of the state agency on an as needed, if needed basis at the firm, fixed priced on Exhibit A, Pricing Pages.

2.7.2. Consulting Services – The contractor shall provide information, advice, and consultation to the state agency or designee (such as the Missouri Attorney General's office or state agency) on an as needed, if needed basis. Depending on the needs of the state agency, such service may be required in person, via phone, email, or in writing.

a. The state agency shall notify the contractor of the timing for such services and shall attempt to give the contractor a minimum of twenty-four (24) hours' notice.

b. If the state agency will require the contractor to provide services on-site in Jefferson City MO, the state agency will provide the contractor with a minimum of seven (7) calendar days' notice.

2.7.3. Testimony Services - If required by the state agency, the contractor shall provide testimony by deposition or appearance before an Administrative Law Judge, court of law, or Missouri Legislature/Missouri General Assembly. The state agency will provide as much notice of such need as possible.

a. The contractor shall understand and agree that the state agency may request, depending on the circumstances of the testimony needed, that the contractor's personnel providing testimony be the same personnel that performed the specific Medical Marijuana Facility Application Scoring services in question or the state agency may request otherwise suitable personnel of expert testimony. The contractor shall work with the state agency to provide the personnel most suitable to fulfill the state agency's request.

2.8. Conflict of Interest:

2.8.1. During the term of the contract, the contractor shall not have a conflict of interest or apparent conflict of interest in relation to the services required herein. Such conflicts may include, but are not limited to, any of the following actions by the contractor or its officers, contractor's personnel, consultants, subcontractors, suppliers, or agents:

a. The contractor shall not provide consulting services regarding any aspect of the Missouri medical marijuana industry to medical marijuana license or certification applicants or potential medical marijuana license or certification applicants for a period of five (5) years after the term of the contract.

b. During the term of the contract for the services outlined in this RFP, the contractor shall not apply for any type of medical marijuana license or certification.

c. Except for payment as set out herein, the contractor and its personnel shall not accept any collateral gift, payment, commission, or other direct benefit arising from or connected to performance under the contract; and

d. The contractor, its personnel or any person within two degrees of contractor kinship or consanguinity shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the contractor's performance under the contract.

2.8.2. The contractor must submit signed Attachment 2 for all contractor's personnel and subcontractor personnel in accordance with paragraph 2.1.3.

2.9. Invoicing and Payment Requirements:

2.9.1. The State of Missouri shall submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, the contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

a. The contractor must submit invoices on the contractor's original descriptive business invoice form unless the contractor is submitting an integrated electronic invoice (eInvoice) in MissouriBUYS. Each invoice submitted must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS vendor. The invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:

<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

2.9.2. Invoicing – On a monthly basis by the 15th day of the month following services, the contractor shall submit invoices to the state agency at the address indicated on the front page of this document. The contractor must include the one-time Kick-Off Meeting travel amount (first invoice only), the number of facility applications by facility type scored and transmitted to the state agency, and the number of hours of consulting and testimony services.

2.9.3. Payments –

a. Kick-Off Meeting Travel – Upon approval by the state agency of the submitted invoice, the contractor shall be paid the applicable total price for travel associated with the Kick-Off Meeting, as indicated on the Pricing Page of the contractor’s awarded proposal.

b. Medical Marijuana Facility Application Scoring Services – Upon approval by the state agency of the submitted invoice, the contractor shall be paid the applicable firm, fixed price per scored facility application type, as indicated on the Pricing Page of the contractor’s awarded proposal, where the results have been transmitted and accepted as complete by the state agency.

c. Consulting and Testimony Services – Upon approval by the state agency of the submitted invoice, the contractor shall be paid the applicable firm, fixed price per hour, as indicated on the Pricing Page of the contractor’s awarded proposal.

d. Travel Reimbursement – Other than the Kick-Off Meeting, for any travel requested by the state agency, the contractor shall be reimbursed as specified below for travel expenses incurred when required to travel away from the contractor’s official domicile in order to fulfill the requirements of the contract. The contractor must obtain the written approval of the state agency prior to incurring any travel expenses. The contractor must provide the state agency with the amount of detail on the travel request as required by the state agency in order for the state agency to review the appropriateness of travel and estimated travel charges.

1) Mileage – The contractor shall be reimbursed for travel mileage at the current per mile reimbursement rate ordered by the commissioner of administration pursuant to section 33.095, RSMo. The current per mile reimbursement rate can be found at the following website: <http://oa.mo.gov/accounting/state-employees/travel-portal-information/mileage>.

2) Lodging – If overnight lodging is approved by the state agency, the contractor shall be reimbursed for actual lodging expenses incurred subject to the maximum amounts specified in the Contiguous US Per Diem Rates (CONUS) which can be accessed from <http://oa.mo.gov/travel-portal> by clicking on CONUS Rates (lodging only) on the left hand side of the page or by clicking on the link for “Per Diem Rates” at the following internet address: <http://www.gsa.gov>. If contractor’s lodging costs will exceed the limits specified in CONUS, the contractor must obtain the prior written approval of the state agency for an exception to CONUS. The decision to approve or deny the exception request shall rest solely with the state agency and shall be based on the situation.

3) Meals – The contractor shall be reimbursed for the actual cost of meals subject to the most current maximum meal per diem found under the Travel Resources tab at <http://oa.mo.gov/travel-portal> by clicking on the “State Meals Per Diem Rates and Information” link.

4) Other Miscellaneous Travel Expenses – The contractor shall be reimbursed the actual amount of other travel expenses incurred, provided that the state agency approved the possibility for and estimates of such expenses in advance and that the actual expenses incurred are reasonable for the location in which the travel occurred.

5) Invoicing and Payment – The contractor must itemize all expenses incurred including miles traveled on the invoice submitted to the state agency for reimbursement and must attach original receipts for expenses.

- ✓ The contractor shall be reimbursed for such expenses, after receipt of all required documentation and approval by the state agency of the invoice and documentation.

2.9.4. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

2.9.5. Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.

2.9.6. Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.

2.9.7. If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.

2.9.8. If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency (1) with a check payable as instructed by the state agency in the amount of such overpayment at the address specified by the state agency or (2) deduct the overpayment from the monthly invoices as requested by the state agency.

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 Division of Purchasing's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

a.A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies, and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.

b.The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

1) The State of Missouri does not negotiate contracts after award.

c.Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

3.2.Contract Period:

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. The Division of Purchasing shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Division of Purchasing exercises such right, all terms and conditions, requirements and specifications of the contract, including prices, shall remain the same and apply during renewal periods.

3.3.Renewal Period:

3.3.1.If the option for renewal is exercised by the Division of Purchasing, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price of increase for the applicable renewal period stated on the Pricing Page of the contract.

a.If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.

b.In addition, the contractor shall understand and agree that any renewal period increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

3.4.Termination:

3.4.1.The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30)

calendar days prior to the effective date of such termination. 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 Division of Purchasing, 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.

3.5.Transition:

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

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

a.The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.

b.The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.

c.If requested in writing via formal contract amendment, the contractor shall continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed thirty (30) calendar days after the expiration, termination, or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

3.6.Contractor Liability:

3.6.1.The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

a.The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

b.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.

c.Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above) or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

3.6.2.The contractor shall understand and agree that pursuant to the Constitution of the State of Missouri, Article III, Section 39 the state shall not indemnify, hold harmless, or agree in advance to defend any person or entity.

3.7.Insurance:

3.7.1.The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against

any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured. In the event any insurance coverage is canceled, the state agency must be notified at least thirty (30) calendar days prior to such cancelation.

3.8.Subcontractors:

3.8.1.Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

a.The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

b.The contractor shall understand and agree that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

c.The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

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

1)The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.

2)The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

3.9.Participation by Other Organizations:

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

a.The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.

b.The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. The Division of Purchasing in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

c.If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered

workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.

1)The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.

2)If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

d.No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

3.10.Substitution of Personnel:

3.10.1.The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than 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.

3.11.Authorized Personnel:

3.11.1.The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

3.11.2.If the contractor is found to be in violation of this requirement or the applicable state, federal, and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

3.11.3.The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

3.11.4.If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

a.Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

b.Provide to the Division of Purchasing the documentation required in the exhibit titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/ individual's enrollment and participation in the E-Verify federal work authorization program; AND

c.Submit to the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

3.11.5. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

3.12. Contractor Status:

3.12.1. The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

3.13. Coordination:

3.13.1. The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing throughout the effective period of the contract.

3.14. Property of State:

3.14.1. The contractor shall understand and agree that all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the state agency.

a. The contractor shall further agree that no reports, documentation, or material 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.

3.15. Confidentiality:

3.15.1. The contractor shall understand and agree that all discussions with the contractor regarding, and all information gained by the contractor as a result of, the contractor's performance under the contract shall be confidential and that no such information or any reports, documentation, or material prepared as required by the contract shall be released to the public, or to any other person or entity, without the prior written consent of the Medical Marijuana Program Director.

3.15.2. The contractor and any contractor personnel necessary to performance under this contract, including, without limitation, officers, employees, consultants, subcontractors, suppliers, or agents, shall be required to sign specific documents regarding confidentiality before that individual may proceed with contract services.

3.15.3. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

3.15.4. The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of any information confidential by law that it creates, receives, maintains, or transmits on behalf of the state agency other than as provided for by the contract. Such safeguards shall include, but not be limited to:

a. Encryption of any portable device used to access or maintain confidential information or use of equivalent safeguard;

b. Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;

c. Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the contract;

d. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of confidential information by its workforce and subcontractors, if applicable; and

e. Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information. The contractor or its employees shall not use or release any information from or about the applications or any information relative to the scoring project, wholly or partially, to any individual or party who is not required to use the information as part of their job duties, or in any manner except for the purpose outline in the Contract.

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. The vendor's proposal should include a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the vendor has identified as necessary to successfully complete the obligations outlined in this RFP. The vendor's plan should demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this request, including all contractual services.

4.1.2. 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>). For all solicitations, vendors have the option of submitting their solicitation response either as an electronic response or as a hard copy response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at

https://missouribuys.mo.gov/sites/missouribuys/files/FINALHowToRespondToASolicitation_v2.7.09.16_revised_12.01.18.pdf (This document is also on the Bid Board referenced above.) 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, whether submitting an online response or a hard copy 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.

c. If a registered vendor submits an electronic and hard copy solicitation response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.

4.2.2. Electronic Response in MissouriBUYS - Vendors are encouraged to submit their entire response electronically; if a registered vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the solicitation as an attachment to the electronic response. The registered vendor is instructed to review the solicitation submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

a. The exhibits, forms, and Pricing Page(s) provided herein can be saved, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website.

1) To ensure software compatibility with the MissouriBUYS system, the vendor should complete attachments using Microsoft Word or Microsoft Excel, or if using a different application for completing attachments, the vendor should save the completed attachment as a searchable PDF document in order to preserve the formatting. A vendor's failure to follow these instructions and instead use a different application or method for completion and submission of attachments could render some of the vendor's response in their attachments to be unreadable which could negatively impact the evaluation of the vendor's response.

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

a.The vendor should include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

b.The solicitation response should be page numbered.

c.In addition, the vendor should include one (1) complete electronic copy of their solicitation response in Microsoft compatible format on password protected flash drive. The electronic copy of the solicitation response and electronic attachments should be in a searchable format to facilitate the evaluation process. The vendor should provide the password for accessibility to the document(s). The vendor should ensure all media are identical to the vendor's hard copy original response.

d.Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the solicitation double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Solicitations may be submitted in a notebook or binder.

4.2.4.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 an vendor's proposal unacceptable and remove it from consideration for award.

4.3.Confidential Materials:

4.3.1.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 Division of Purchasing is a governmental body under Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "*liberally construed and their exceptions strictly construed*" to promote the public policy that records are open unless otherwise provided by law.

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

d. On-line Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website and 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 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.

e. Hard Copy Proposal - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal and submits 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 separated, sealed, and 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 this instruction shall relieve the state of any obligation to preserve the confidentiality of the documents.

f. Imaging Ready - Except for any portion of a proposal qualifying as confidential as determined by the Division of Purchasing as specified above, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing imaging system.

- 1) The scanned information will be available for viewing through the Internet from the Division of Purchasing Awarded Bid and Contract Document Search system. Therefore, the vendor is advised not to include any information in the proposal that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers.
- 2) Also, in preparing a proposal, the vendor should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal and should limit proposal content to items that provide substance, quality of content, and clarity of information.

4.4. Proposal Format:

4.4.1. To facilitate the evaluation process, the vendor is encouraged to organize their proposal into the following sections that correspond with the individual evaluation categories described herein. The vendor is cautioned that it is the vendor's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The vendor's failure to submit such information may cause an adverse impact on the evaluation of the proposal. The proposal should be page numbered and should have an index and/or table of contents referencing the appropriate page number(s).

a. Signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.

b. Cost Proposal (Exhibit A: Pricing Page)

c. Technical Proposal: The Technical Proposal will include three components: Proposed Methodology, Approach, and Work Plan (Exhibit B), Personnel Qualifications (Exhibits C and D), and Past Performance (Exhibit E). **The Proposed Methodology, Approach, and Work Plan of the Technical Proposal should be limited to no more than twenty (20) pages, including any exhibits related to the Technical Proposal. Standard fonts, 11 point or above, should be used.**

- 1)The Technical Proposal should contain only relevant information that is specific to the topic.
- 2)The vendor should not include hyperlinks or video clips. In the event the vendor provides hyperlinks or video clips, the information shall not be considered.

d.Miscellaneous Exhibits/Information:

- 1)Vendor Attestation-Exhibit F
- 2)Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) Participation, Organizations for the Blind and Sheltered Workshop Preference, and/or Missouri Service-Disabled Veteran Business Enterprise Participation
 - Exhibit G-Participation Commitment
 - Exhibit H-Documentation of Intent to Participate
- 3)Miscellaneous Information
 - Exhibit I- Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization and Documentation (E-Verify)
 - Exhibit J-Miscellaneous Information

4.5.Competitive Negotiation of Proposals:

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

4.5.2.Negotiations may be conducted in person, in writing, or by telephone.

4.5.3.Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All vendors involved in the negotiation process will be invited to submit a best and final offer.

4.5.4.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.

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

4.6.Evaluation and Award Process:

4.6.1.After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting an assessment of the proposal in accordance with the evaluation criteria stated below and the scoring details delineated in Attachment 3. A single contract shall be awarded to the lowest and best proposal.

Category	Element	Points
COST PROPOSAL		70 points
TECHNICAL PROPOSAL		120 points
Proposed Methodology, Approach, and Work Plan		25 points
	Work Plan	10 points
	Scoring	10 points
	Results Reporting	5 points
Personnel Qualifications		65 points

	Project Manager	9 points
	Scoring Team Specialist(s)	
	Highly regulated industry specialist(s)	4 points
	Medical or pharmacy specialist(s)	4 points
	Human resources specialist(s)	4 points
	Environmental specialist(s)	4 points
	Site security specialist(s)	4 points
	Business ownership/management specialist(s)	4 points
	Finances specialist(s)	4 points
	Legal cannabis specialist(s)	4 points
	Economic development/impact specialist(s)	4 points
	Healthcare specialist(s)	4 points
	Testing laboratory specialist(s)	4 points
	Horticulture specialist(s)	4 points
	Food/beverage/pharmaceutical manufacturing specialist(s)	4 points
	Extraction of chemicals from plant specialist(s)	4 points
Past Performance		30 points
	Overall Relevant Vendor Experience	9 points
	Case Study #1	7 points
	Case Study #2	7 points
	Case Study #3	7 points
MBE/WBE PARTICIPATION		10 Points
TOTAL		200 points

4.6.2.Details on the rating and scoring of the Technical Proposal can be found on Attachment 3.

4.6.3.The vendor is advised that an evaluation committee and other subject-matter experts will be used to review and assess the proposals for responsiveness to mandatory requirements of the RFP and in accordance with the subjective evaluation criteria stated in the RFP. The ethical standards of 1 Code of State Regulation (CSR) 40-1.050(10)(O) will apply to evaluators. Vendors can be sanctioned for unauthorized contact with any evaluator under 1 CSR 40-1.060(8)(G) and (H) available at <http://www.sos.mo.gov/adrules/csr/csr.asp>.

4.6.4.After an initial screening process, a question and answer conference or interview may be conducted with the vendor, if deemed necessary by the Division of Purchasing. In addition, the vendor may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the vendor's expense. Such conference shall be coordinated by the Division of Purchasing.

4.6.5.In the event only one proposal is received, the State of Missouri reserves the right to review the proposal to determine if the vendor is responsive, responsible, and reliable. Such determination shall be based upon information submitted in the Technical Proposal.

4.7.Evaluation of Cost:

4.7.1.Pricing – The vendor must provide pricing for all line items as required on Exhibit A-Pricing Page.

4.7.2.Objective Evaluation of Cost – The cost evaluation shall be based on a total cost determined using the following calculations:

a.Medical Marijuana Facility Application Scoring Services – The annual estimated applications multiplied by the per applications prices stated on Exhibit A for the original contract period and each potential renewal period; plus

b.Kick-Off Meeting Travel – The total price stated on Exhibit A for Kick-Off Meeting Travel; plus

c.Consulting and Testimony Services – The annual estimated quantity of hours multiplied by the hourly prices stated on Exhibit A for the original contract period and each potential renewal period.

4.7.3. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times \frac{\text{Maximum Cost Evaluation points (70)}}{70} = \text{Assigned Cost Points}$$

4.7.4. The vendor shall understand and agree that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.

4.8. Evaluation of Proposed Methodology, Approach, and Work Plan:

4.8.1. The Technical Proposal should present a Proposed Methodology, Approach, and Work Plan that demonstrates the method or manner in which the vendor proposes to satisfy the requirements of the RFP using the format on Exhibit B-Technical Proposal-Proposed Methodology, Approach, and Work Plan.

4.8.2. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

4.8.3. The vendor's Proposed Methodology, Approach, and Work Plan will be rated using the adjectival rating system as defined in Table 1 of Attachment 3. Details on the rating and scoring of the Proposed, Methodology, Approach, and Work Plan can be found in Table 2 of Attachment 3.

4.9. Evaluation of Personnel Qualifications:

4.9.1. The Technical Proposal should provide detailed information on the experience and qualifications of the vendor's proposed personnel to perform the requirements of the RFP using the format on Exhibit C and Exhibit D. The vendor's proposed personnel should include both a Project Manager and Scoring Team Specialists.

a. Project Manager: Only one (1) Project Manager's biography will be considered in the evaluation. Any additional biographies submitted will not be evaluated. By including the biography, the vendor is committing the Project Manager to support the project, should it be awarded.

b. Scoring Team Specialists: No more than three (3) Scoring Team Specialist's biographies for each area of expertise will be considered in the evaluation. Biographies should be representative of the qualifications and experience of scoring team members that would be assigned to the project.

1) In the event the vendor submits more scoring team specialists' biographies than requested, for evaluation purposes only the first biographies up to the number requested will be considered. Any additional biographies will not be evaluated.

4.9.2. The vendor's Personnel Qualifications will be rated using the adjectival rating system as defined in Table 3 of Attachment 3. Details on the rating and scoring of the Personnel Qualifications can be found on Table 4 of Attachment 3.

4.10. Evaluation of Past Performance:

4.10.1. The Technical Proposal should provide overall relevant experience and three (3) past performance case studies using the format on Exhibit E. Such case studies should be no longer than one (1) page and summarize the project's context, objectives, approach, meeting deadlines, and impact achieved relevant to the Proposal. These case studies should have been completed in the past three (3) years. At least two (2) should involve work for an organization of similar scale and complexity to the Missouri Department of Health and Senior Services. The case study should include the name and contact information for a client representative who can speak to the scope, quality, and impact of the vendor's work. The State of Missouri may or may not contact these references during the review process. For evaluation purposes, only the first three (3) past performance case studies will be considered. Any additional past performance case studies submitted will not be evaluated.

4.10.2. The vendor's past performance will be rated using the adjectival rating system as defined in Table 5 of Attachment 3. Details on the rating and scoring of the Past Performance can be found in Table 6 of Attachment 3.

4.11. Vendor Attestation:

4.11.1. The vendor should complete and submit Exhibit F, Vendor’s Attestation confirming the vendor’s organization does not have conflicts of interest outlined in Section 2.8 of the RFP. However, if not submitted with their original proposal, the vendor must submit Exhibit F prior to any contract award.

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

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

a. These targets can be met by a qualified MBE/WBE vendor themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.

b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the vendor’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

c. In order to be considered as meeting these targets, the MBE/WBEs must be “qualified” by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

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

a. If Participation Meets Target: Vendors proposing MBE and WBE participation percentages that meet the State of Missouri’s target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.

b. If Participation Exceeds Target: Vendors proposing MBE and WBE participation percentages that exceed the State of Missouri’s target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri’s target participation percentages stated above.

c. If Participation Below Target: Vendors proposing MBE and WBE participation percentages that are lower than the State of Missouri’s target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.

d. If No Participation: Vendors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

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

$$\frac{\text{Vendor's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}} \times \begin{matrix} \text{Maximum MBE/} \\ \text{WBE Participation} \\ \text{Evaluation points} \\ \text{(10)} \end{matrix} = \begin{matrix} \text{Assigned MBE/} \\ \text{WBE} \\ \text{Participation} \\ \text{points} \end{matrix}$$

4.12.4. If the vendor is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the vendor must provide the following information with the proposal.

a. Participation Commitment - If the vendor is proposing MBE/WBE participation, the vendor must complete Exhibit G, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be

provided by the listed MBE and WBE. If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor must include the vendor in the appropriate table on the Participation Commitment Form.

b.Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit H, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO). If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor is not required to complete Exhibit H, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

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

4.12.6.Definition -- Qualified MBE/WBE:

a.In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.

b.MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.

c.Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Native Alaskans, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

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

Office of Administration, Office of Equal Opportunity (OEO)
Harry S Truman Bldg., Room 870-B, P.O. Box 809, Jefferson City, MO 65102-0809
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078
Web site: <http://o eo.mo.gov>

4.13.Miscellaneous Submittal Information:

4.13.1.Organizations for the Blind and Sheltered Workshop Preference - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a five to fifteen (5-15) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

a. In order to qualify for the five to fifteen (5-15) bonus points, the following conditions must be met and the following evidence must be provided:

1)The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.

2)The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually required service/product in a manner that will constitute an added value to the contract and shall be

performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

3) If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the requested information with the proposal.

4) A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the proposal containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars (\$5,000) of the total contract value of proposals for purchases not exceeding ten (10) million dollars.

b. Where the commitment in the proposal exceeds the minimum level set forth in section 34.165, RSMo to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a minimum two percent (2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the proposal (which in the formula will be expressed as a number [Vendor's Commitment Number below], not as a percentage) times two and one-half (2.5) points:

$$\text{Vendor's Commitment Number} \times 2.5 \text{ points} = \text{Awarded Points}$$

Examples: A commitment of three percent (3%) would be calculated as: $3 \times 2.5 \text{ points} = 7.5$ awarded points. A commitment of five and one-half percent (5.5%) would be calculated as: $5.5 \times 2.5 \text{ points} = 13.75$ awarded points. If, instead of a percentage, a vendor's proposal lists a dollar figure that is over the minimum amount, the dollar figure shall be converted into the percentage of the vendor's total contract value for calculation of the awarded points. Commitments at or above six percent (6%) receive the maximum of fifteen (15) points.

1) Participation Commitment - The vendor must complete Exhibit G, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.

2) Documentation of Intent to Participate - The vendor must either provide a properly completed Exhibit H, Documentation of Intent to Participate Form, or letter of intent recently signed by the proposed organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor is not required to complete Exhibit H, Documentation of Intent to Participate Form or provide a letter of intent.

c. A list of Missouri sheltered workshops can be found at the following Internet address:

- Listing of Missouri Sheltered Workshops:
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
- Missouri Sheltered Workshop Products/Services Locator:
<http://moworkshops.org/services.html>

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

<http://www.lhbindustries.com>
<http://www.alphonse.org>

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

4.13.2. Service-Disabled Veteran Business Enterprises (SDVEs) – Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (Purchasing) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). A three (3) point bonus preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified SDVE.

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

1) The vendor must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.

2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

3) In order to receive evaluation consideration for participation by an SDVE, the vendor must provide the following information with the proposal:

- Participation Commitment - The vendor must complete Exhibit G, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the vendor submitting the proposal is a qualified SDVE, the vendor must be listed in the appropriate table on the Participation Commitment Form.
- Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit H, Documentation of Intent to Participate Form or letter of intent recently signed by the proposed SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.
- Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past three (3) years to the Purchasing, the vendor must provide the following Service-Disabled Veteran (SDV) documents:
 - ✓ a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
 - ✓ a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

NOTE:

- a) If the vendor submitting the proposal is a qualified SDVE, the vendor must include the SDV Documents as evidence that the vendor qualifies as an SDVE. However, the vendor is not required to complete Exhibit H, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- b) If the SDVE and SDV are listed on the following internet address, the vendor is not required to provide the SDV Documents listed above.
<https://oa.mo.gov/sites/default/files/sdvelisting.pdf>

b. Commitment – If awarded a contract, the SDVE participation committed to by the vendor on Exhibit G, Participation Commitment, shall be interpreted as a contractual requirement.

c. Definition - Qualified SDVE:

- 1)SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- 2)SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
- 3)SDVE has the management and daily business operations controlled by one (1) or more SDVs;
- 4)SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- 5)SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

4.13.3.Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/stathhtml/28500005301.html?&me=285.530>), the vendor must affirm the vendor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor should complete applicable portions of Exhibit I, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit I must be submitted prior to an award of a contract.

4.13.4.The vendor should complete and submit Exhibit J, Miscellaneous Information.

4.13.5.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 Division of Purchasing. 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 <http://sos.mo.gov/business/startBusiness.asp>
- 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.

END OF PART FOUR: PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS

EXHIBIT A
PRICING PAGE

Medical Marijuana Facility Application Scoring Services – The vendor shall provide a firm, fixed price per facility application for each of the following line items for providing the services required herein in accordance with the provisions and requirements of this RFP. The vendor shall provide firm, fixed prices for the original contract period and maximum prices for each renewal period. All costs associated with providing the required services shall be included in the stated prices. Note: The annual estimated applications stated below are estimates only; the state cannot guarantee the number of applications. (UNSPSC Code: 80000000)

Line Item	Description	Annual Estimated Applications	Original Contract Period <i>Firm, Fixed Price</i> <u>Per Facility Application</u> <i>Scored and Results Transmitted</i>	First Renewal Period <i>Maximum Price</i> <u>Per Facility Application</u> <i>Scored and Results Transmitted</i>	Second Renewal Period <i>Maximum Price</i> <u>Per Facility Application</u> <i>Scored and Results Transmitted</i>	Third Renewal Period <i>Maximum Price</i> <u>Per Facility Application</u> <i>Scored and Results Transmitted</i>	Fourth Renewal Period <i>Maximum Price</i> <u>Per Facility Application</u> <i>Scored and Results Transmitted</i>
1	Lab Testing Facility Application	10	\$ _____ / per application	\$ _____ / per application	\$ _____ / per application	\$ _____ / per application	\$ _____ / per application
2	Cultivation Facility Application	153	\$ _____ / per application	\$ _____ / per application	\$ _____ / per application	\$ _____ / per application	\$ _____ / per application
3	Manufacturing Facility Application	80	\$ _____ / per application	\$ _____ / per application	\$ _____ / per application	\$ _____ / per application	\$ _____ / per application
4	Dispensary Application	277	\$ _____ / per application	\$ _____ / per application	\$ _____ / per application	\$ _____ / per application	\$ _____ / per application

Kick-Off Meeting Travel – The vendor shall provide a firm, fixed total price for the travel associated with the Kick-Off Meeting for providing the services required herein in accordance with the provisions and requirements of this RFP. All costs associated with the required services shall be included in the stated price.

Line Item	Description	Original Contract Period <i>Total Price</i>
5	Kick-Off Meeting Travel	\$ _____ /total

EXHIBIT A, continued

Consulting and Testimony Services - The vendor shall provide a firm, fixed hourly price for the following services required herein in accordance with the provisions and requirements of this RFP. The vendor shall provide firm, fixed hourly prices for the original contract period and maximum hourly prices for each renewal period. All costs associated with providing the required services, excluding travel, shall be included in the stated prices. Note: The annual estimated quantity of hours stated below is an estimate only; the state cannot guarantee the number of applications.

Line Item	Description	Annual Estimated Quantity of Hours	Original Contract Period <i>Firm, Fixed Price</i> <u>Per Hour</u>	First Renewal Period <i>Maximum Price</i> <u>Per Hour</u>	Second Renewal Period <i>Maximum Price</i> <u>Per Hour</u>	Third Renewal Period <i>Maximum Price</i> <u>Per Hour</u>	Fourth Renewal Period <i>Maximum Price</i> <u>Per Hour</u>
6	Consulting and Testimony Services	10	\$ _____ / hour	\$ _____ / hour	\$ _____ / hour	\$ _____ / hour	\$ _____ / hour

EXHIBIT B
TECHNICAL PROPOSAL
PROPOSED METHODOLOGY, APPROACH, AND WORK PLAN

Directions for Vendor: The vendor should present a written plan for performing the requirements specified in Section 2, Scope of Work, and Contractual Requirements. The Proposed Methodology, Approach, and Work Plan should be no longer than **twenty (20) pages**, including any exhibits related to the proposal. Standard fonts, 11 point or above, should be used.

In presenting the Proposed Methodology, Approach, and Work Plan, the vendor should discuss the following areas:

- 1) Work Plan: The vendor should describe the proposed work plan including the approach, methods, and specific steps that demonstrate the vendor's preparedness to immediately undertake and successfully complete the requirements in the scope of work. The vendor's description should demonstrate a thorough understanding of blind scoring and should include details sufficient to demonstrate a clear understanding of the vendor's knowledge and approach. The vendor may use Gantt charts to document the successful completion of all of the requirements of the RFP.
- 2) Scoring:
 - ❖ The vendor should describe the proposed approach for the scoring of facility applications, including assigned questions to scoring team members with background and expertise in that particular subject matter, as well as the approach for meeting all scoring requirements included in the scope of work.
 - ❖ The vendor should describe how the vendor will approach and verify response scoring results and any statistically significant variances that will require a re-evaluation of the response and a new score.
- 3) Results Reporting:
 - ❖ The vendor should describe how results and reports will be submitted and how the accuracy of the results will be verified.
 - ❖ Economic Impact to Missouri - the vendor should describe the economic advantages that will be realized as a result of the vendor performing the required services. The vendor should respond to the following:
 - Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

EXHIBIT C
TECHNICAL PROPOSAL
PERSONNEL QUALIFICATIONS

PROJECT MANAGER BIOGRAPHY

Directions for Vendor: Only one (1) Project Manger's biography will be considered in the evaluation. The biography should be submitted in the attached format. By including the biography, the vendor is committing the Project Manager to support the project, should it be awarded. The biography should identify at least two (2) projects of similar size and scope to the requirements of the RFP within the last three (3) years.

Name:	
Title:	
Proposed project role:	
% of time committed to project:	

Education, certifications, and other distinctions:

Degree, certification, or other distinctions	Institution	Date
<i>Example: BA, Business Administration</i>	<i>Washington University in Saint Louis</i>	<i>2010</i>
<i>Example: MBA, Marketing</i>	<i>Northwestern University</i>	<i>2014</i>
<i>Example: Lean Six Sigma Black Belt</i>	<i>Villanova University (online)</i>	<i>2017</i>
<i>Project Management Certification</i>		

Employment history:

Organization	Role	Dates
<i>Example: Current Co.</i>	<i>Partner and leader of organization design practice</i>	<i>2014-present</i>
<i>Example: Company ABC</i>	<i>Director, Strategy and Continuous Improvement</i>	<i>2010-2012</i>

Specific experience relevant to project:

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Project Management		
Application Scoring		
Medical Marijuana		
Other		

Other experience or background information:

EXHIBIT D
TECHNICAL PROPOSAL
PERSONNEL QUALIFICATIONS FOR SCORING TEAM SPECIALIST(S) BIOGRAPHY

HIGHLY REGULATED INDUSTRY

Directions for Vendor: No more than three (3) Scoring Team Specialist's biography(ies) for each expertise area will be considered in the evaluation. The biography(ies) should be submitted in the attached format. The biography(ies) should be representative of the qualifications and experience of the scoring team specialist that will be assigned to the scoring team and will evaluate the relevant facility application responses.

Name:	
Title:	Highly Regulated Industry Specialist
Proposed project role:	
% of time committed to project:	

Education, certifications, and other distinctions:

Degree, certification, or other distinctions	Institution	Date
<i>Example: BA, Business Administration</i>	<i>Washington University in Saint Louis</i>	<i>2010</i>
<i>Example: MBA, Marketing</i>	<i>Northwestern University</i>	<i>2014</i>
<i>Example: Lean Six Sigma Black Belt</i>	<i>Villanova University (online)</i>	<i>2017</i>

Employment history:

Organization	Role	Dates
<i>Example: Current Co.</i>	<i>Consultant</i>	<i>2014-present</i>
<i>Example: Company ABC</i>	<i>Sales Associate, Southeast Region</i>	<i>2010-2012</i>

Specific experience relevant to project:

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Highly regulated industry		
Application Scoring or evaluation		
Other		

Other experience or background information:

EXHIBIT D
TECHNICAL PROPOSAL
PERSONNEL QUALIFICATIONS FOR SCORING TEAM SPECIALIST(S) BIOGRAPHY

MEDICAL OR PHARMACY

Directions for Vendor: No more than three (3) Scoring Team Specialist's biography(ies) for each expertise area will be considered in the evaluation. The biography(ies) should be submitted in the attached format. The biography(ies) should be representative of the qualifications and experience of the scoring team specialist that will be assigned to the scoring team and will evaluate the relevant facility application responses.

Name:	
Title:	Medical or Pharmacy Specialist
Proposed project role:	
% of time committed to project:	

Education, certifications, and other distinctions:

Degree, certification, or other distinctions	Institution	Date
<i>Example: BA, Business Administration</i>	<i>Washington University in Saint Louis</i>	<i>2010</i>
<i>Example: MBA, Marketing</i>	<i>Northwestern University</i>	<i>2014</i>
<i>Example: Lean Six Sigma Black Belt</i>	<i>Villanova University (online)</i>	<i>2017</i>

Employment history:

Organization	Role	Dates
<i>Example: Current Co.</i>	<i>Consultant</i>	<i>2014-present</i>
<i>Example: Company ABC</i>	<i>Sales Associate, Southeast Region</i>	<i>2010-2012</i>

Specific experience relevant to project:

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Medical or pharmacy		
Application Scoring or evaluation		
Other		

Other experience or background information:

EXHIBIT D
TECHNICAL PROPOSAL
PERSONNEL QUALIFICATIONS FOR SCORING TEAM SPECIALIST(S) BIOGRAPHY

HUMAN RESOURCES

Directions for Vendor: No more than three (3) Scoring Team Specialist's biography(ies) for each expertise area will be considered in the evaluation. The biography(ies) should be submitted in the attached format. The biography(ies) should be representative of the qualifications and experience of the scoring team specialist that will be assigned to the scoring team and will evaluate the relevant facility application responses.

Name:	
Title:	Human Resources Specialist
Proposed project role:	
% of time committed to project:	

Education, certifications, and other distinctions:

Degree, certification, or other distinctions	Institution	Date
<i>Example: BA, Business Administration</i>	<i>Washington University in Saint Louis</i>	<i>2010</i>
<i>Example: MBA, Marketing</i>	<i>Northwestern University</i>	<i>2014</i>
<i>Example: Lean Six Sigma Black Belt</i>	<i>Villanova University (online)</i>	<i>2017</i>

Employment history:

Organization	Role	Dates
<i>Example: Current Co.</i>	<i>Consultant</i>	<i>2014-present</i>
<i>Example: Company ABC</i>	<i>Sales Associate, Southeast Region</i>	<i>2010-2012</i>

Specific experience relevant to project:

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Human Resources		
Application Scoring or evaluation		
Other		

EXHIBIT D
TECHNICAL PROPOSAL
PERSONNEL QUALIFICATIONS FOR SCORING TEAM SPECIALIST(S) BIOGRAPHY

ENVIRONMENTAL

Directions for Vendor: No more than three (3) Scoring Team Specialist's biography(ies) for each expertise area will be considered in the evaluation. The biography(ies) should be submitted in the attached format. The biography(ies) should be representative of the qualifications and experience of the scoring team specialist that will be assigned to the scoring team and will evaluate the relevant facility application responses.

Name:	
Title:	Environmental Specialist
Proposed project role:	
% of time committed to project:	

Education, certifications, and other distinctions:

Degree, certification, or other distinctions	Institution	Date
<i>Example: BA, Business Administration</i>	<i>Washington University in Saint Louis</i>	<i>2010</i>
<i>Example: MBA, Marketing</i>	<i>Northwestern University</i>	<i>2014</i>
<i>Example: Lean Six Sigma Black Belt</i>	<i>Villanova University (online)</i>	<i>2017</i>

Employment history:

Organization	Role	Dates
<i>Example: Current Co.</i>	<i>Consultant</i>	<i>2014-present</i>
<i>Example: Company ABC</i>	<i>Sales Associate, Southeast Region</i>	<i>2010-2012</i>

Specific experience relevant to project:

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Environmental		
Application Scoring or evaluation		
Other		

EXHIBIT D
TECHNICAL PROPOSAL
PERSONNEL QUALIFICATIONS FOR SCORING TEAM SPECIALIST(S) BIOGRAPHY

SITE SECURITY

Directions for Vendor: No more than three (3) Scoring Team Specialist's biography(ies) for each expertise area will be considered in the evaluation. The biography(ies) should be submitted in the attached format. The biography(ies) should be representative of the qualifications and experience of the scoring team specialist that will be assigned to the scoring team and will evaluate the relevant facility application responses.

Name:	
Title:	Site Security Specialist
Proposed project role:	
% of time committed to project:	

Education, certifications, and other distinctions:

Degree, certification, or other distinctions	Institution	Date
<i>Example: BA, Business Administration</i>	<i>Washington University in Saint Louis</i>	<i>2010</i>
<i>Example: MBA, Marketing</i>	<i>Northwestern University</i>	<i>2014</i>
<i>Example: Lean Six Sigma Black Belt</i>	<i>Villanova University (online)</i>	<i>2017</i>

Employment history:

Organization	Role	Dates
<i>Example: Current Co.</i>	<i>Consultant</i>	<i>2014-present</i>
<i>Example: Company ABC</i>	<i>Sales Associate, Southeast Region</i>	<i>2010-2012</i>

Specific experience relevant to project:

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Site security		
Application Scoring or evaluation		
Other		

EXHIBIT D
TECHNICAL PROPOSAL
PERSONNEL QUALIFICATIONS FOR SCORING TEAM SPECIALIST(S) BIOGRAPHY

BUSINESS OWNERSHIP/MANAGEMENT

Directions for Vendor: No more than three (3) Scoring Team Specialist’s biography(ies) for each expertise area will be considered in the evaluation. The biography(ies) should be submitted in the attached format. The biography(ies) should be representative of the qualifications and experience of the scoring team specialist that will be assigned to the scoring team and will evaluate the relevant facility application responses.

Name:	
Title:	Business/Ownership Management Specialist
Proposed project role:	
% of time committed to project:	

Education, certifications, and other distinctions:

Degree, certification, or other distinctions	Institution	Date
<i>Example: BA, Business Administration</i>	<i>Washington University in Saint Louis</i>	<i>2010</i>
<i>Example: MBA, Marketing</i>	<i>Northwestern University</i>	<i>2014</i>
<i>Example: Lean Six Sigma Black Belt</i>	<i>Villanova University (online)</i>	<i>2017</i>

Employment history:

Organization	Role	Dates
<i>Example: Current Co.</i>	<i>Consultant</i>	<i>2014-present</i>
<i>Example: Company ABC</i>	<i>Sales Associate, Southeast Region</i>	<i>2010-2012</i>

Specific experience relevant to project:

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Business ownership/management		
Application Scoring or evaluation		
Other		

EXHIBIT D
TECHNICAL PROPOSAL
PERSONNEL QUALIFICATIONS FOR SCORING TEAM SPECIALIST(S) BIOGRAPHY

FINANCES

Directions for Vendor: No more than three (3) Scoring Team Specialist’s biography(ies) for each expertise area will be considered in the evaluation. The biography(ies) should be submitted in the attached format. The biography(ies) should be representative of the qualifications and experience of the scoring team specialist that will be assigned to the scoring team and will evaluate the relevant facility application responses.

Name:	
Title:	Finances Specialist
Proposed project role:	
% of time committed to project:	

Education, certifications, and other distinctions:

Degree, certification, or other distinctions	Institution	Date
<i>Example: BA, Business Administration</i>	<i>Washington University in Saint Louis</i>	<i>2010</i>
<i>Example: MBA, Marketing</i>	<i>Northwestern University</i>	<i>2014</i>
<i>Example: Lean Six Sigma Black Belt</i>	<i>Villanova University (online)</i>	<i>2017</i>

Employment history:

Organization	Role	Dates
<i>Example: Current Co.</i>	<i>Consultant</i>	<i>2014-present</i>
<i>Example: Company ABC</i>	<i>Sales Associate, Southeast Region</i>	<i>2010-2012</i>

Specific experience relevant to project:

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Finances		
Application Scoring or evaluation		
Other		

EXHIBIT D
TECHNICAL PROPOSAL
PERSONNEL QUALIFICATIONS FOR SCORING TEAM SPECIALIST(S) BIOGRAPHY

LEGAL CANNABIS

Directions for Vendor: No more than three (3) Scoring Team Specialist's biography(ies) for each expertise area will be considered in the evaluation. The biography(ies) should be submitted in the attached format. The biography(ies) should be representative of the qualifications and experience of the scoring team specialist that will be assigned to the scoring team and will evaluate the relevant facility application responses.

Name:	
Title:	Legal Cannabis Specialist
Proposed project role:	
% of time committed to project:	

Education, certifications, and other distinctions:

Degree, certification, or other distinctions	Institution	Date
<i>Example: BA, Business Administration</i>	<i>Washington University in Saint Louis</i>	<i>2010</i>
<i>Example: MBA, Marketing</i>	<i>Northwestern University</i>	<i>2014</i>
<i>Example: Lean Six Sigma Black Belt</i>	<i>Villanova University (online)</i>	<i>2017</i>

Employment history:

Organization	Role	Dates
<i>Example: Current Co.</i>	<i>Consultant</i>	<i>2014-present</i>
<i>Example: Company ABC</i>	<i>Sales Associate, Southeast Region</i>	<i>2010-2012</i>

Specific experience relevant to project:

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Legal cannabis		
Application Scoring or evaluation		
Other		

EXHIBIT D
TECHNICAL PROPOSAL
PERSONNEL QUALIFICATIONS FOR SCORING TEAM SPECIALIST(S) BIOGRAPHY

ECONOMIC DEVELOPMENT/IMPACT

Directions for Vendor: No more than three (3) Scoring Team Specialist's biography(ies) for each expertise area will be considered in the evaluation. The biography(ies) should be submitted in the attached format. The biography(ies) should be representative of the qualifications and experience of the scoring team specialist that will be assigned to the scoring team and will evaluate the relevant facility application responses.

Name:	
Title:	Economic Development/Impact Specialist
Proposed project role:	
% of time committed to project:	

Education, certifications, and other distinctions:

Degree, certification, or other distinctions	Institution	Date
<i>Example: BA, Business Administration</i>	<i>Washington University in Saint Louis</i>	<i>2010</i>
<i>Example: MBA, Marketing</i>	<i>Northwestern University</i>	<i>2014</i>
<i>Example: Lean Six Sigma Black Belt</i>	<i>Villanova University (online)</i>	<i>2017</i>

Employment history:

Organization	Role	Dates
<i>Example: Current Co.</i>	<i>Consultant</i>	<i>2014-present</i>
<i>Example: Company ABC</i>	<i>Sales Associate, Southeast Region</i>	<i>2010-2012</i>

Specific experience relevant to project:

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Economic development/impact		
Application Scoring or evaluation		
Other		

EXHIBIT D
TECHNICAL PROPOSAL
PERSONNEL QUALIFICATIONS FOR SCORING TEAM SPECIALIST(S) BIOGRAPHY

HEALTHCARE

Directions for Vendor: No more than three (3) Scoring Team Specialist's biography(ies) for each expertise area will be considered in the evaluation. The biography(ies) should be submitted in the attached format. The biography(ies) should be representative of the qualifications and experience of the scoring team specialist that will be assigned to the scoring team and will evaluate the relevant facility application responses.

Name:	
Title:	Healthcare Specialist
Proposed project role:	
% of time committed to project:	

Education, certifications, and other distinctions:

Degree, certification, or other distinctions	Institution	Date
<i>Example: BA, Business Administration</i>	<i>Washington University in Saint Louis</i>	<i>2010</i>
<i>Example: MBA, Marketing</i>	<i>Northwestern University</i>	<i>2014</i>
<i>Example: Lean Six Sigma Black Belt</i>	<i>Villanova University (online)</i>	<i>2017</i>

Employment history:

Organization	Role	Dates
<i>Example: Current Co.</i>	<i>Consultant</i>	<i>2014-present</i>
<i>Example: Company ABC</i>	<i>Sales Associate, Southeast Region</i>	<i>2010-2012</i>

Specific experience relevant to project:

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Testing laboratory		
Application Scoring or evaluation		
Other		

EXHIBIT D
TECHNICAL PROPOSAL
PERSONNEL QUALIFICATIONS FOR SCORING TEAM SPECIALIST(S) BIOGRAPHY

TESTING LABORATORY

Directions for Vendor: No more than three (3) Scoring Team Specialist’s biography(ies) for each expertise area will be considered in the evaluation. The biography(ies) should be submitted in the attached format. The biography(ies) should be representative of the qualifications and experience of the scoring team specialist that will be assigned to the scoring team and will evaluate the relevant facility application responses.

Name:	
Title:	Testing Laboratory Specialist
Proposed project role:	
% of time committed to project:	

Education, certifications, and other distinctions:

Degree, certification, or other distinctions	Institution	Date
<i>Example: BA, Business Administration</i>	<i>Washington University in Saint Louis</i>	<i>2010</i>
<i>Example: MBA, Marketing</i>	<i>Northwestern University</i>	<i>2014</i>
<i>Example: Lean Six Sigma Black Belt</i>	<i>Villanova University (online)</i>	<i>2017</i>

Employment history:

Organization	Role	Dates
<i>Example: Current Co.</i>	<i>Consultant</i>	<i>2014-present</i>
<i>Example: Company ABC</i>	<i>Sales Associate, Southeast Region</i>	<i>2010-2012</i>

Specific experience relevant to project:

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Horticulture		
Application Scoring or evaluation		
Other		

EXHIBIT D
TECHNICAL PROPOSAL
PERSONNEL QUALIFICATIONS FOR SCORING TEAM SPECIALIST(S) BIOGRAPHY

HORTICULTURE

Directions for Vendor: No more than three (3) Scoring Team Specialist's biography(ies) for each expertise area will be considered in the evaluation. The biography(ies) should be submitted in the attached format. The biography(ies) should be representative of the qualifications and experience of the scoring team specialist that will be assigned to the scoring team and will evaluate the relevant facility application responses.

Name:	
Title:	Horticulture Specialist
Proposed project role:	
% of time committed to project:	

Education, certifications, and other distinctions:

Degree, certification, or other distinctions	Institution	Date
<i>Example: BA, Business Administration</i>	<i>Washington University in Saint Louis</i>	<i>2010</i>
<i>Example: MBA, Marketing</i>	<i>Northwestern University</i>	<i>2014</i>
<i>Example: Lean Six Sigma Black Belt</i>	<i>Villanova University (online)</i>	<i>2017</i>

Employment history:

Organization	Role	Dates
<i>Example: Current Co.</i>	<i>Consultant</i>	<i>2014-present</i>
<i>Example: Company ABC</i>	<i>Sales Associate, Southeast Region</i>	<i>2010-2012</i>

Specific experience relevant to project:

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Healthcare		
Application Scoring or evaluation		
Other		

EXHIBIT D
TECHNICAL PROPOSAL
PERSONNEL QUALIFICATIONS SCORING TEAM SPECIALIST(S) BIOGRAPHY

FOOD/BEVERAGE/PHARMACEUTICAL MANUFACTURING

Directions for Vendor: No more than three (3) Scoring Team Specialist's biography(ies) for each expertise area will be considered in the evaluation. The biography(ies) should be submitted in the attached format. The biography(ies) should be representative of the qualifications and experience of the scoring team specialist that will be assigned to the scoring team and will evaluate the relevant facility application responses.

Name:	
Title:	Food/Beverage/Pharmaceutical Manufacturing Specialist
Proposed project role:	
% of time committed to project:	

Education, certifications, and other distinctions:

Degree, certification, or other distinctions	Institution	Date
<i>Example: BA, Business Administration</i>	<i>Washington University in Saint Louis</i>	<i>2010</i>
<i>Example: MBA, Marketing</i>	<i>Northwestern University</i>	<i>2014</i>
<i>Example: Lean Six Sigma Black Belt</i>	<i>Villanova University (online)</i>	<i>2017</i>

Employment history:

Organization	Role	Dates
<i>Example: Current Co.</i>	<i>Consultant</i>	<i>2014-present</i>
<i>Example: Company ABC</i>	<i>Sales Associate, Southeast Region</i>	<i>2010-2012</i>

Specific experience relevant to project:

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Food/beverage/pharmaceutical manufacturing		
Application Scoring or evaluation		
Other		

EXHIBIT D
TECHNICAL PROPOSAL
PERSONNEL QUALIFICATIONS SCORING TEAM SPECIALIST(S) BIOGRAPHY

EXTRACTION OF CHEMICALS FROM PLANT

Directions for Vendor: No more than three (3) Scoring Team Specialist's biography(ies) for each expertise area will be considered in the evaluation. The biography(ies) should be submitted in the attached format. The biography(ies) should be representative of the qualifications and experience of the scoring team specialist that will be assigned to the scoring team and will evaluate the relevant facility application responses.

Name:	
Title:	Extraction of Chemicals from Plant Specialist
Proposed project role:	
% of time committed to project:	

Education, certifications, and other distinctions:

Degree, certification, or other distinctions	Institution	Date
<i>Example: BA, Business Administration</i>	<i>Washington University in Saint Louis</i>	<i>2010</i>
<i>Example: MBA, Marketing</i>	<i>Northwestern University</i>	<i>2014</i>
<i>Example: Lean Six Sigma Black Belt</i>	<i>Villanova University (online)</i>	<i>2017</i>

Employment history:

Organization	Role	Dates
<i>Example: Current Co.</i>	<i>Consultant</i>	<i>2014-present</i>
<i>Example: Company ABC</i>	<i>Sales Associate, Southeast Region</i>	<i>2010-2012</i>

Specific experience relevant to project:

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Extraction of chemicals from plant		
Application Scoring or evaluation		
Other		

EXHIBIT E
TECHNICAL PROPOSAL
PAST PERFORMANCE

Directions to Vendor: The vendor should provide the overall relevant vendor experience related to this RFP and reflective of the contractor qualifications in section 2.2

Overall Relevant Vendor Experience (succinctly identify experience in each of the qualification areas identified below)	
Working with Medical Marijuana Programs in other states within the last three (3) years <i>(paragraph 2.2.1)</i>	
Providing general consulting services, facility application scoring or review, audits, rate setting, actuarial valuations, and/or general procurement management services on a similar scope and scale with other organizations of a similar size within the last five (5) years <i>(paragraph 2.2.2)</i>	

EXHIBIT E
TECHNICAL PROPOSAL-CONTINUED
PAST PERFORMANCE CONTINUED

Directions to Vendor: The vendor should provide three (3) past performance reference case studies. Each should have been completed in the past three (3) years. At least two (2) should involve work for a state agency of similar scale and complexity as the Missouri Department of Health and Senior Services. The vendor should copy and complete this Exhibit for each case study presented. The three (3) case studies should represent the vendor's most relevant and recent experience that most closely aligns with the vendor's services proposed herein.

CASE STUDY	
Project Title	
Duration of the Project	
Specific Contact Information:	Organization Name: Contact Person Name: Telephone Number: Email Address:
The vendor should summarize below the past project's context, objectives, approach and impact achieved relevant to this RFP.	

EXHIBIT F

ATTESTATION REGARDING THE ORGANIZATION

By signing below, the vendor hereby affirms that at the time of submission of the vendor's proposal the vendor's organization does not have any conflicts of interest or apparent conflict of interest in relation to the services required herein. The vendor likewise affirms none of the vendor's personnel proposed to provide the services herein have any such conflicts of interest or apparent conflict of interest in relation to the services required herein. Such conflicts of interest or apparent conflicts of interest shall include those as outlined in section 2.8 of the RFP.

Name of Authorized Official (printed)

Title

Signature of Authorized Official

Date

EXHIBIT G
PARTICIPATION COMMITMENT

Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment –

If the vendor is committing to participation by or if the vendor is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the vendor must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the vendor’s proposal.

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

MBE Participation Commitment Table		
(The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed MBE <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the MBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
3.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
4.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
Total MBE Percentage:	%	

EXHIBIT G, continued

WBE Participation Commitment Table		
(The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Women Business Enterprise (WBE) proposed	Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed WBE <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the WBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
3.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
4.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
Total WBE Percentage:	%	

EXHIBIT G, continued

Organization for the Blind/Sheltered Workshop Commitment Table

- The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.
- The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- The vendor may propose more than one organization for the blind/sheltered workshop as part of the vendor’s total committed participation. However, the services performed or products provided must still meet the requirements noted herein.

Name of Organization for the Blind or Sheltered Workshop Proposed	Committed Participation (\$ amount or % of total value of contract)	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.		Product/Service(s) proposed: ----- RFP Paragraph References:
2.		Product/Service(s) proposed: ----- RFP Paragraph References:
Total Blind/Sheltered Workshop Percentage:	%	

EXHIBIT G, continued

SDVE Participation Commitment Table

(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

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

EXHIBIT H
DOCUMENTATION OF INTENT TO PARTICIPATE

If the vendor is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the vendor must either provide this Exhibit or letter of intent recently signed by the proposed MBE/WBE, Organization for the Blind, Sheltered Workshop, and/or SDVE documenting the following information with the vendor's proposal.

~ Copy This Form For Each Organization Proposed ~

Vendor Name: _____

This Section To Be Completed by Participating Organization:

~~By completing this form, the participating organization is certifying that the information provided is true and correct to the best of its knowledge and belief.~~

Indicate appropriate business classification(s):

_____ MBE _____ WBE _____ Organization for the Blind _____ Sheltered Workshop _____ SDVE

Name of Organization: _____

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

Contact Name: _____ Email: _____

Address (If SDVE, provide MO Address): _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

SDVE's Website Address: _____ Certification (or attach copy of Expiration certification) Date: _____

Service-Disabled Veteran's (SDV) Name: _____ S D V ' s Signature: _____

(Please Print)

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

Describe the products/services you (as the participating organization) have agreed to provide:

Authorized Signature:

*Authorized Signature of Participating Organization
(MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)*

Date

EXHIBIT H, continued
DOCUMENTATION OF INTENT TO PARTICIPATE

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

If a participating organization is an SDVE, unless the Service-Disabled Veteran (SDV) documents were previously submitted within the past three (3) years to the Division of Purchasing (Purchasing), the vendor **must** provide the following SDV documents:

- ✓ a copy of the SDV’s Certificate of Release or Discharge from Active Duty (DD Form 214), and a copy of the SDV’s disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or a Department of Defense determination of service connected disability.

(NOTE: The SDV’s Certificate of Release or Discharge from Active Duty (DD Form 214), and the SDV’s disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or Department of Defense determination of service connected disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

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

- No, I have not previously submitted the SDV documents specified above to Purchasing and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified above within the past three (3) years to Purchasing.

Date SDV Documents were Submitted: _____

Previous **Proposal/Contract Number** for Which the SDV Documents were Submitted:

(if applicable and known)

(NOTE: If the proposed SDVE and SDV are listed on the Purchasing SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to Purchasing within the past three [3] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, Purchasing will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY	
SDV Documents - Verification Completed By:	
_____ Buyer	_____ Date

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

BUSINESS ENTITY CERTIFICATION:

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

- BOX A:** To be completed by a non-business entity as defined below.
- BOX 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 <http://www.uscis.gov/e-verify>.
- BOX 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 Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing with all documentation required in Box B of this exhibit.

Authorized Representative’s Name (Please Print) *Authorized Representative’s Signature*

Company Name (if applicable) Date

EXHIBIT I, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted;

AND

- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT I, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The vendor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

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

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

_____	_____
<i>Signature of Notary</i>	Date

EXHIBIT I, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

Authorized Business Entity Representative’s Name (Please Print)

Authorized Business Entity Representative’s Signature

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date



EXHIBIT J

MISCELLANEOUS INFORMATION

Outside United States: If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the vendor MUST disclose such fact and provide details in the space below or on an attached page.

Are any of the vendor's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
If YES, do the proposed products/services satisfy the conditions described in section 4, subparagraphs 1, 2, 3, and 4 of Executive Order 04-09? (see the following web link: http://sl.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo04_009.pdf)	Yes _____	No _____
If YES, mark the appropriate exemption below, and provide the requested details: 1. _____ Unique good or service. • EXPLAIN: _____ 2. _____ Foreign firm hired to market Missouri services/products to a foreign country. • Identify foreign country: _____ 3. _____ Economic cost factor exists • EXPLAIN: _____ 4. _____ Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. • Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: _____ % • Specify what contract work would be performed outside the United States: _____		

Employee/Conflict of Interest:

Vendor, please disclose if you or any of your employees are currently employed by any of the following Missouri state agencies:	
Any political subdivision of the State of Missouri or	
If an agency of the State of Missouri where you are employed, provide name of	
Official agency of the State of Missouri or organization established by or under	_____ %

Registration of Business Name (if applicable) Exhibit A Missouri Secretary of State: The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<i>Charter Number (if applicable)</i>	<i>Company Name</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

Proposed Subcontractors - The vendor should identify any subcontractor(s) proposed to provide any of the services required herein.

Proposed Subcontractor Name and Address	Service Proposed to be Provided by the Proposed Subcontractor

ATTACHMENT 1
MEDICAL MARIJUANA EVALUATION CRITERIA CONSTITUTION LANGUAGE

The narrative and evaluation criteria below is language directly from Article XIV of the Medical Marijuana Constitution.

All applicants for licenses or certifications must meet minimum standards in each of ten evaluation criteria categories. During application time periods where more applicants apply for a particular category of licenses or certifications than there are licenses or certificates available in that category, the department will use a system of numerically scoring these criteria to rank the applications in that category against each other.

(A) The evaluation criteria are:

- 1. The character, veracity, background, qualifications, and relevant experience of principal officers or managers;*
- 2. The business plan proposed by the applicant, which in the case of cultivation facilities and dispensaries shall include the ability to maintain an adequate supply of medical marijuana, plans to ensure safety and security of qualifying patients and the community, procedures to be used to prevent diversion, and any plan for making medical marijuana available to low-income qualifying patients;*
- 3. Site security;*
- 4. Experience in a legal cannabis market;*
- 5. In the case of testing facilities, the experience of the facility's personnel with the health care industry and with testing marijuana, food, or drugs for toxins and/or potency;*
- 6. The potential for the facility to have a positive economic impact in the site community;*
- 7. In the case of cultivation facilities, capacity or experience with agriculture, horticulture, and health care;*
- 8. In the case of dispensary facilities, capacity or experience with health care, the suitability of the proposed location, and its accessibility for patients;*
- 9. In the case of infused products manufacturing facilities, capacity or experience with food and beverage manufacturing; and*
- 10. Maintaining competitiveness in the medical marijuana marketplace.*

(B) The minimum standards for licenses and certifications can be met by showing the proposed facility will comply with the requirements of 19 CSR 30-95.040, and 95.050, 95.060, 95.070, 95.080, 95.090, and 95.100, as applicable.

(C) When applicable, numerical scoring of evaluation criteria will be conducted as follows:

- 1. Applications will be separated from their identifying information, including facility business names, and names, addresses, and social security numbers of individuals, and assigned a numerical identifier for use during scoring.*
- 2. Applications will be scored based on responses to evaluation criteria questions. Responses may take the form of written answers and attachments.*
 - A. Each type of facility or certification application will be scored and ranked against the other applications of the same type. For dispensaries, applications will be scored and ranked against other dispensary applications in the same congressional district.*
 - B. Applications will be scored without reference to the identities of the facilities or of individuals named in an application. Written responses to evaluation criteria questions must not refer to facility business names and must refer to individuals by title and initials only, e.g. "Owner A.E.M." or "Principal Officer R.W.M." Any attachments to applications shall be submitted in redacted and unredacted versions. Redacted versions must obscure the facility business names and the names, addresses, and social security numbers of the applicant and of any owners, principal officers, managers, or other individuals mentioned in the application.*

C. Responses to evaluation criteria questions in which a business or individual is identified by name will not be scored.

3. Evaluation criteria questions and initial scoring shall be as follows:

<i>Criteria</i>	<i>Question</i>	<i>Score</i>	<i>Weight</i>	<i>Initial Score</i>
<i>The character, veracity, background, qualifications, and relevant experience of principal officers or managers</i>	<i>Question #1</i>	<i>#</i>	<i>##</i>	<i>###</i>
	<i>Question #2</i>			
	<i>Question #3</i>			

4. Once all applications have been assigned an initial rank and score, the department will reconnect the applications with their identifying information.

Constitutional provisions of Amendment 2 are available at <https://www.sos.mo.gov/CMSImages/Elections/Petitions/2018-051.pdf>.

ATTACHMENT 2
CONFIDENTIALITY AND CONFLICT OF INTEREST
MISSOURI MEDICAL MARIJUANA CONTRACT SERVICES

The contractor’s and subcontractor’s personnel must complete this attachment prior to performance of services under the contract. See paragraph 2.1.3 and Section 2.8 of the RFP.

I, _____, attest that I do not have a conflict of interest or apparent conflict of interest in relation to the services required herein. Such conflicts may include, but are not limited to, any of the following actions, as required in paragraph 2.8 of the RFP:

- shall not provide consulting services regarding any aspect of the Missouri medical marijuana industry to medical marijuana license or certification applicants or potential medical marijuana license or certification applicants for a period of five (5) years after the term of the contract.
- shall not apply for any type of medical marijuana license or certification.
- shall not accept any collateral gift, payment, commission, or other direct benefit arising from or connected to performance under the contract; and
- any person within two degrees of contractor kinship or consanguinity shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the contractor’s performance under the contract.

I, _____, hereby agree to keep all information related to the application scoring process in strict confidence and not to divulge such information, in whole or in part, in any manner or form, to anyone or to allow other access to such information, unless authorized to do so by the state agency.

Name (printed)

Title

Signature

Date

Company Name

ATTACHMENT 3
EVALUATION CRITERIA FOR TECHNICAL PROPOSAL

As explained in Section 4, proposals will be evaluated using the weighting of factors found in that section.

Scoring of Proposed Methodology, Approach, and Work Plan

The state will assess the Proposed Methodology, Approach, and Work Plan based upon the adjectival categories in Table 1.

TABLE 1	
Rating	Definition
Distinctive	Proposal exceeds the requirements in a way that promises significant benefits to the government; proposal presents innovative, and/or best-in-class solutions; high confidence in the proposed approach
Superior	Proposals meets all requirements; proposal offers some benefits beyond the stated requirements; no material weaknesses; high confidence in the proposed approach
Satisfactory	Proposal meets all requirements; proposal offers no significant benefits beyond the stated requirements; no significant weaknesses exist; reasonable confidence in the proposed approach
Marginal	Proposal has one or more significant weaknesses and proposal provides limited details; significant weaknesses are correctable without major revisions to the proposal; moderate confidence in the proposed approach
Unsatisfactory	Proposal has several significant weaknesses and proposal lacks detail and/or clarity, for which correction would require major revisions or redirection of the proposal and/or proposal solution; little or no confidence in the proposed approach

The adjectival rating for the specific elements of the Proposed Methodology, Approach, and Work Plan will have the point values as shown in Table 2:

TABLE 2					
	Distinctive	Superior	Satisfactory	Marginal	Unsatisfactory
Work Plan	10	8	5	2	0
Scoring	10	8	5	2	0
R e s u l t s Reporting	5	4	2	1	0

Scoring of Personnel Qualifications

The state will assess the Personnel Qualifications based upon the adjectival categories in Table 3.

TABLE 3	
Rating	Definition
Distinctive	Team exceeds the requirements with superlative experience, qualifications, and/or expertise in a way that promises significant benefits to the government; team has track record of delivering significant impact in complex and demanding situations, and/or recognized as leaders or emerging leaders among relevant peer groups; high confidence with the team's qualifications
Superior	Team meets all requirements and offers experience, qualifications, and demonstrated expertise that goes beyond stated requirements; no material weaknesses; confidence with the team's qualifications
Satisfactory	Team meets all requirements; offers no significant benefits beyond the stated requirements; no significant weaknesses exist; reasonable confidence with the team's qualifications
Marginal	Team has one or more significant weaknesses; significant weaknesses are manageable; moderate confidence with the team's qualifications
Unsatisfactory	Team has several significant weaknesses; which present significant risks to project delivery; little or no confidence with the team's qualifications

The adjectival rating for Leadership Team and Working Team will have a point value as shown in Table 4:

TABLE 4					
	Distinctive	Superior	Satisfactory	Marginal	Unsatisfactory
Project Manager	9	7	5	2	0
Highly Regulated Industry Specialist(s)	4	3	2	1	0
Medical or Pharmacy Specialist(s)	4	3	2	1	0
Human Resource Specialist(s)	4	3	2	1	0
Environmental Specialist(s)	4	3	2	1	0
Site Security Specialist(s)	4	3	2	1	0
Business Ownership/ Management Specialist(s)	4	3	2	1	0
Finances Specialist(s)	4	3	2	1	0
Legal Cannabis Specialist(s)	4	3	2	1	0
Economic Development Specialist(s)	4	3	2	1	0
Healthcare Specialist(s)	4	3	2	1	0
Testing Laboratory Specialist(s)	4	3	2	1	0
Horticulture Specialist(s)	4	3	2	1	0
Food/Beverage/Pharmaceutical Specialist(s)	4	3	2	1	0

Extraction of Chemicals from Plant Specialist(s)	4	3	2	1	0
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Scoring of Past Performance

The state will assess the Vendor's Past Performance based upon the adjectival categories in Table 5:

TABLE 5	
CASE STUDY/REFERENCE	
Rating	Definition
Distinctive	Past performance was recent and involved essentially the same scope and magnitude of effort and complexities required in this RFP. The case study and/or references indicated past performance significantly exceeded overall requirements and expectations; delivered significant and/or innovative impact.
Superior	Past performance was recent involved similar scope and magnitude of effort and complexities required in the RFP. The case study and/or references indicated past performance exceeded requirements on some dimensions.
Satisfactory	Past performance was relatively recent and involved some of the scope and magnitude of effort and complexities required in the RFP. The case study and/or references indicated past performance met minimum requirements.
Marginal	Past performance either was not recent or was not significantly similar in scope and magnitude of effort and complexities required in this RFP.
Unsatisfactory	Past performance is not relevant to the requirements in the RFP, or resulted in failed project/work due to mainly to the fault of the vendor.

The adjectival rating for each Past Performance Reference Case Study will have a point value as shown in Table 6:

TABLE 6					
	Distinctive	Superior	Satisfactory	Marginal	Unsatisfactory
O v e r a l l R e l e v a n t E x p e r i e n c e	9	7	5	2	0
Case study #1	7	5	3	1	0
Case study #2	7	5	3	1	0
Case study #3	7	5	3	1	0

NOTE: In the event the vendor fails to respond to any of the evaluation elements identified in Evaluation and Award Process Section, the vendor may receive an "Unsatisfactory" rating for the corresponding evaluation element.

1. TERMINOLOGY/DEFINITIONS AND CONSTRUCTION OF PROPOSAL

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

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

2. APPLICABLE LAWS AND REGULATIONS

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

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

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

4. PREPARATION OF PROPOSALS

- a. Vendors **must** examine the entire RFP carefully. Failure to do so shall be at the vendor's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.

- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by Purchasing. If Purchasing determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Registered vendors may submit proposals electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/> or by delivery of a hard copy to the Purchasing office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit proposals hard copy delivered to the Purchasing office. Delivered proposals must be sealed in an envelope or container, and received in the Purchasing office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact end date and time specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the Purchasing post office box address. However, it shall be the responsibility of the vendor to ensure their proposal is in the Purchasing office (address listed above) no later than the exact end date and time specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official end date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing office may be modified by signed, written notice which has been received by Purchasing prior to the official end date and time specified. A proposal may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by Purchasing prior to the official end date 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 (12).
- 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 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

~~This section contains information that is confidential under the provisions of the Missouri Public Information Act, Chapter 610, RSMo. If you are a contractor or subcontractor, this information is not confidential and you should not delete it. If you are not a contractor or subcontractor, you should delete this information.~~

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.