
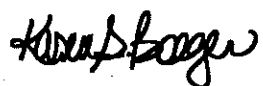
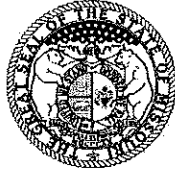




## NOTICE OF CONTRACT AMENDMENT



State Of Missouri  
Office Of Administration  
Division Of Purchasing  
PO Box 809  
Jefferson City, MO 65102-0809  
<http://oa.mo.gov/purchasing>

CONTRACT NUMBER CT180086001	CONTRACT TITLE Maintenance on the Fujitsu 9600 PBX System
AMENDMENT NUMBER 03	CONTRACT PERIOD November 15, 2019 through November 14, 2020
REQUISITION/REQUEST NUMBER N/A	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 4317739210 0 / MB00089937
CONTRACTOR NAME AND ADDRESS Cornerstone Communications, Inc. 1449 West Lark Industrial Drive Fenton, MO 63026	STATE AGENCY'S NAME AND ADDRESS Missouri Department of Corrections Various Locations
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:  Contract CT180086001 is hereby amended to revise the unit cost description from "Firm, Fixed Monthly Price" to "Firm, Fixed Hourly Price" for the on-site repair service line items for normal business hours, after business hours, and weekends and holidays. The firm, fixed prices provided by the contractor shall remain unchanged. All other requirements, provisions, and terms and conditions shall remain unchanged.  The contractor's signature to contract amendment 03 is not required.	
BUYER Brent Dixon	BUYER CONTACT INFORMATION Email: <a href="mailto:brent.dixon@oa.mo.gov">brent.dixon@oa.mo.gov</a> Phone: (573) 751- 4903 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 9/30/19
DIRECTOR OF PURCHASING  Karen S. Boeger	



## NOTICE OF CONTRACT RENEWAL

State Of Missouri  
Office Of Administration  
Division Of Purchasing  
PO Box 809  
Jefferson City, MO 65102-0809  
<http://oa.mo.gov/purchasing>

CONTRACT NUMBER CT180086001	CONTRACT TITLE Maintenance on the Fujitsu 9600 PBX System
AMENDMENT NUMBER 002	CONTRACT PERIOD November 15, 2019 through November 14, 2020
REQUISITION/REQUEST NUMBER NR 931 YYY19708520	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 4317739210 0 / MB00089937
CONTRACTOR NAME AND ADDRESS Cornerstone Communications, Inc. 1449 West Lark Industrial Drive Fenton, MO 63026	STATE AGENCY'S NAME AND ADDRESS Missouri Department of Corrections Various Locations
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:  Contract CT180086001 is hereby amended pursuant to the attached amendment #002, dated 08/21/19.	
BUYER Brent Dixon	BUYER CONTACT INFORMATION Email: <a href="mailto:brent.dixon@oa.mo.gov">brent.dixon@oa.mo.gov</a> Phone: (573) 751-4903 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 8/25/19
DIRECTOR OF PURCHASING  Karen S. Boeger	



STATE OF MISSOURI  
 OFFICE OF ADMINISTRATION  
 DIVISION OF PURCHASING (PURCHASING)  
 CONTRACT RENEWAL

AMENDMENT NO.: 002  
 CONTRACT NO.: CT180086001  
 TITLE: Maintenance on the Fujitsu 9600 PBX System  
 ISSUE DATE: 08/14/19

REQ NO.: NR 931 YYY19708520  
 BUYER: Brent Dixon  
 PHONE NO.: (573) 751-4903  
 E-MAIL: brent.dixon@oa.mo.gov

TO: Cornerstone Communications, Inc.  
 1499 West Lark Industrial Drive  
 Fenton, MO 63026

RETURN AMENDMENT BY NO LATER THAN: 08/22/19 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	audra.knatcal@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

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

Missouri Department of Corrections  
 Various Locations

SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
Cornerstone Communications Inc.	89937
MAILING ADDRESS	
1499 West Lark Industrial	
CITY, STATE, ZIP CODE	
Fenton, MO 63026	

CONTACT PERSON	EMAIL ADDRESS
Timothy J. DeWald	timd@cornerstonecomm.com
PHONE NUMBER	FAX NUMBER
314-909-9615	314-909-7513
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)	
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
	8/21/2019
PRINTED NAME	TITLE
Timothy J. DeWald	Director- Major Accounts

**AMENDMENT #002 TO CONTRACT CT180086001**

**CONTRACT TITLE:** Maintenance on the Fujitsu 9600 PBX System

**CONTRACT PERIOD:** November 15, 2019 through November 14, 2020

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page(s) the firm fixed prices for the above contract period. Any price increases quoted must not exceed the maximum price stated in the contract.

All other terms, conditions and provisions of the contract shall remain and apply hereto. The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

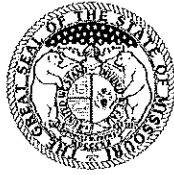
<b>Institution</b>	<b>Quantity</b>	<b>Firm, Fixed Monthly Price</b>	<b>Firm, Fixed Annual Price</b>
Algoa Correctional Center	12	\$ 285.00	\$ 3420.00
Boonville Correctional Center	12	\$ 227.00	\$ 2724.00
Farmington Correctional Center	12	\$ 436.00	\$ 5232.00
Fulton Reception and Diagnostic Center	12	\$ 348.00	\$ 4,176.00
Moberly Correctional Center	12	\$ 239.00	\$ 2868.00
Northeast Correctional Center	12	\$ 300.00	\$ 3,600.00
South Central Correctional Center	12	\$ 211.00	\$ 2532.00
Southeast Correctional Center	12	\$ 163.00	\$ 1956.00
Western Missouri Correctional Center	12	\$ 250.00	\$ 3000.00
Western Reception and Diagnostic Center	12	\$ 395.00	\$ 4740.00
Women's Eastern Reception and Diagnostic Center	12	\$ 332.00	\$ 3984.00

<b>Description</b>	<b>Quantity</b>	<b>Firm, Fixed Monthly Price</b>	<b>Firm, Fixed Annual Price</b>
On-Site repair service for normal business hours	1	\$ 115.00	
On-Site repair service for after normal business hours	1	\$ 172.50	
On-Site repair service for weekends and holidays	1	\$ 230.00	

**AMENDMENT #002 TO CONTRACT CT180086001**


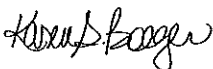
Description	Quantity	Firm, Fixed Monthly Price	Firm, Fixed Annual Price
Remote repair service for normal business hours	1	\$ 115.00	
Remote repair service for after normal business hours	1	\$ 172.50	
Remote repair service for weekends and holidays	1	\$ 230.00	

Description	Discount
Percentage Discount	5%



## NOTICE OF CONTRACT RENEWAL

State Of Missouri  
Office Of Administration  
Division Of Purchasing  
PO Box 809  
Jefferson City, MO 65102-0809  
<http://oa.mo.gov/purchasing>

<b>CONTRACT NUMBER</b> CT180086001	<b>CONTRACT TITLE</b> Maintenance on the Fujitsu 9600 PBX System
<b>AMENDMENT NUMBER</b> 001	<b>CONTRACT PERIOD</b> November 15, 2018 through November 14, 2019
<b>REQUISITION/REQUEST NUMBER</b> NR 931 YYY18709266	<b>SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID</b> 4317739210 0 / MB00089937
<b>CONTRACTOR NAME AND ADDRESS</b> Cornerstone Communications, Inc. 1449 West Lark Industrial Drive Fenton, MO 63026	<b>STATE AGENCY'S NAME AND ADDRESS</b> Missouri Department of Corrections Various Locations
<b>ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:</b>  Contract CT180086001 is hereby amended pursuant to the attached amendment #001, dated 07/25/18.	
<b>BUYER</b> Roy Burgess	<b>BUYER CONTACT INFORMATION</b> Email: roy.burgess@oa.mo.gov Phone: (573) 751- 1692 Fax: (573) 526-9816
<b>SIGNATURE OF BUYER</b> 	<b>DATE</b> 8/14/18
<b>DIRECTOR OF PURCHASING</b>  Karen S. Boeger	



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING (PURCHASING)  
CONTRACT AMENDMENT

Co

AMENDMENT NO.: 001  
CONTRACT NO.: CT180086001  
TITLE: Maintenance on the Fujitsu 9600 PBX System  
ISSUE DATE: 07/09/18

REQ NO.: NR 931 YYY18709266  
BUYER: Roy Burgess  
PHONE NO.: (573) 751-1692  
E-MAIL: roy.burgess@oa.mo.gov

TO: Cornerstone Communications, Inc.  
1449 West Lark Industrial Drive  
Fenton, MO 63026

RETURN AMENDMENT BY NO LATER THAN: 07/18/18 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	shelby.williams@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

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

Missouri Department of Corrections  
Various Locations

SIGNATURE REQUIRED

VENDOR NAME		MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)	
Cornerstone Communications Inc.			
MAILING ADDRESS			
1449 West Lark Industrial Drive			
CITY, STATE, ZIP CODE			
Fenton, MO 63026			
CONTACT PERSON		EMAIL ADDRESS	
Timothy J. DeWald		timd@cornerstonecomm.com	
PHONE NUMBER		FAX NUMBER	
314-909-9615		314-909-7513	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)			
<input type="checkbox"/> S 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	
		7/25/2018	
PRINTED NAME		TITLE	
Timothy J. DeWald		Director Major Accounts	

**AMENDMENT #001 TO CONTRACT CT180086001**

**CONTRACT TITLE:** Maintenance on the Fujitsu 9600 PBX System

**CONTRACT PERIOD:** November 15, 2018 through November 14, 2019

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page(s) the firm fixed prices for the above contract period. Any price increases quoted must not exceed the maximum price stated in the contract.

All other terms, conditions and provisions of the contract shall remain and apply hereto. The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

Institution	Quantity	Firm, Fixed Price
Algoa Correctional Center	12	3,600.00 <i>see letter dated 7/31/18 RB</i>
Boonville Correctional Center	12	2,868.00
Farmington Correctional Center	12	5,508.00
Fulton Reception and Diagnostic Center	12	4,404.00
Moberly Correctional Center	12	3,024.00
Northeast Correctional Center	12	3,792.00
South Central Correctional Center	12	2,616.00
Southeast Correctional Center	12	2,016.00
Western Missouri Correctional Center	12	3,096.00
Western Reception and Diagnostic Center	12	4,884.00
Women's Eastern Reception and Diagnostic Center	12	4,128.00

Description	Quantity	Firm, Fixed Price
On-Site repair service for normal business hours	1	115.00
On-Site repair service for after normal business hours	1	172.50
On-Site repair service for weekends and holidays	1	230.00

Description	Quantity	Firm, Fixed Price
Remote repair service for normal business hours	1	50.00
Remote repair service for after normal business hours	1	75.00





Michael L. Parson  
Governor

Sarah H. Steelman  
Commissioner

State of Missouri  
**OFFICE OF ADMINISTRATION**  
Division of Purchasing  
301 West High Street, Room 630  
Post Office Box 809  
Jefferson City, Missouri 65102-0809  
(573) 751-2387 FAX: (573) 526-9815  
TTD: 800-735-2966 Voice: 800-735-2466  
<http://oa.mo.gov/purchasing>

Karen S. Boeger  
Director

July 31, 2018

Cornerstone Communications, Inc.  
1449 West Lark Industrial Drive  
Fenton, MO 63026

Re: Renewal of Contract CT180086001, Maintenance on the Fujitsu 9600 PBX System

I have received the amendment for renewal of the above-referenced contract which indicates a price increase for the new contract period. While you are allowed an increase per the contract, the prices you submitted exceed the maximum amount allowed per the contract for the line items listed below.

I have indicated below the maximum allowable prices for these line items. Please indicate acknowledgment and acceptance of the listed prices by signing immediately beneath on the line provided, and return this letter to me.

Institution	Quantity	Firm, Fixed Monthly Price	Firm, Fixed Annual Price
Algoa Correctional Center	12	\$285.00	\$3420.00
Boonville Correctional Center	12	\$227.00	\$2724.00
Farmington Correctional Center	12	\$436.00	\$5,232.00
Fulton Reception and Diagnostic Center	12	\$348.00	\$4,176.00
Moberly Correctional Center	12	\$239.00	\$2,868.00
Northeast Correctional Center	12	\$300.00	\$3,600.00
South Central Correctional Center	12	\$211.00	\$2,532.00
Southeast Correctional Center	12	\$163.00	\$1,956.00
Western Missouri Correctional Center	12	\$250.00	\$3,000.00
Western Reception and Diagnostic Center	12	\$395.00	\$4,740.00
Women's Eastern Reception and Diagnostic Center	12	\$332.00	\$3,984.00

Your prompt attention to this matter will ensure more timely finalization of your contract.

Sincerely,



Remote repair service for weekends and holidays	1	100.00
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Description	Discount
Percentage Discount	5%



## NOTICE OF AWARD

State Of Missouri  
Office Of Administration  
Division Of Purchasing  
PO Box 809  
Jefferson City, MO 65102-0809  
<http://oa.mo.gov/purchasing>

<b>SOLICITATION NUMBER</b> RFPT30034901800086	<b>CONTRACT TITLE</b> Maintenance on the Fujitsu 9600 PBX System
<b>CONTRACT NUMBER</b> CT180086001	<b>CONTRACT PERIOD</b> November 15, 2017 through November 14, 2018
<b>REQUISITION/REQUEST NUMBER</b> NR 931 YY16709196	<b>SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID</b> 4317739210 0/MB00089937
<b>CONTRACTOR NAME AND ADDRESS</b> Cornerstone Communications, Inc. 1449 West Lark Industrial Drive Fenton, MO 63026	<b>STATE AGENCY'S NAME AND ADDRESS</b> Missouri Department of Corrections Various Locations
<b>ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:</b>  The proposal submitted by Cornerstone Communications, Inc. in response to RFPT30034901800086 is accepted in its entirety.	
<b>BUYER</b> Roy Burgess	<b>BUYER CONTACT INFORMATION</b> Email: Roy.Burgess@oa.mo.gov Phone: (573) 751-1692 Fax: (573) 526-9816
<b>SIGNATURE OF BUYER</b> 	<b>DATE</b> 10/11/17
<b>DIRECTOR OF PURCHASING</b>  Karen S. Boeger	



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

ADDENDUM NO.: 01  
 SOLICITATION/OPPORTUNITY (OPP) NO.: RFPT30034901800086  
 TITLE: Maintenance on the Fujitsu 9600 PBX System  
 ISSUE DATE: 8/09/17

REQ NO.: NR 931YY16709196  
 BUYER: Roy Burgess  
 PHONE NO.: (573) 751-1692  
 E-MAIL: roy.burgess@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 8/23/17 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH  
 HTTPS://MISSOURIBUYS.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.

RETURN PROPOSAL AND ADDENDUM(S) TO:

(U.S.Mail)  
 PURCHASING  
 PO BOX 809  
 JEFFERSON CITY MO 65102-0809

or (Courier Service)  
 PURCHASING  
 301 WEST HIGH STREET, ROOM 630  
 JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

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

MISSOURI DEPARTMENT OF CORRECTIONS  
 VARIOUS LOCATIONS

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 terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP addendums. The vendor should, as a matter of clarity and assurance, also sign and return all previously issued RFP addendum(s) and the original RFP document. The vendor agrees that the language of the original RFP as modified by this and any previously issued RFP addendums 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)	
Cornerstone Communications Inc.		89937	
MAILING ADDRESS			
1449 West Lark Industrial Drive			
CITY, STATE, ZIP CODE			
Fenton, MO 63026			
CONTACT PERSON		EMAIL ADDRESS	
Timoth J. DeWald		timd.comerstonecomm.com	
PHONE NUMBER		FAX NUMBER	
888-963-9884		314-909-7513	
XBTNCE ZED SIGNATURES WITH IRS CHECK ONE Individual <input checked="" type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRSTax-Exempt <input type="checkbox"/>			
PRINTED NAME		DATE	
Timothy J. DeWald		8/23/2017	
		TITLE	
		Major Accounts Director	

**ADDENDUM #01 to RFPT30034901800086****TITLE:** Maintenance on the Fujitsu 9600 PBX System**CONTRACT PERIOD:** Date of Award through One Year**PLEASE BE ADVISED OF THE FOLLOWING:**

1. The **CLOSING DATE** has been changed as follows:  
  
    **As Stated:** Return Bid No Later Than: 8/14/17 at 2:00 p.m.  
    **Change To:** Return Bid No Later Than: 8/23/17 at 2:00 p.m.
2. The following paragraphs were **ADDED**:  
  
    1.4.3; and  
    1.4.4.

-----

Vendors may review the revision(s) to the MissouriBUYS electronic solicitation at <https://MissouriBUYS.mo.gov>. Please follow these steps to conduct a comparison to review the electronic solicitation revision(s):

1. Log into **MissouriBUYS**.
2. Select the **Solicitations** tab.
3. Select **View Current Solicitations**.
4. Select **My List** (if you have previously reviewed/responded to this solicitation); Select **Other Active Opportunities** (if you have not previously reviewed/responded to this solicitation).
5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
6. From the **Overview** page, under **Solicitation History** information, select **Previous Version** from the dropdown box.
7. Choose the solicitation version you desire to compare to the addendum.
8. Click **Show Version Comparison** (revisions will be in yellow highlight).



MISSOURI ONLINE BUSINESS FILING

The Online Filing application will be down for maintenance from Thursday, September 21st, 2017 at 5:00 PM CDT until Friday, September 22nd, 2017 at 6:00 AM CDT.

[? Online Help](#)

Gen. Business - For Profit Details as of 9/20/2017

<p><b>Business Entity Fees &amp; Forms</b></p> <p><b>Business Entity FAQ</b></p> <p><b>Business Entity Home Page</b></p> <p><b>Business Entity Online Filing</b></p> <p><b>Business Outreach Office</b></p> <p><b>Business Entity Contact Us</b></p> <p><b>UCC Online Filing</b></p> <p><b>Secretary of State Home Page</b></p>	<p>*Required Field</p>												
<p>File Documents - select the filing from the "Filing Type" drop-down list, then click FILE ONLINE.</p> <p>File Registration Reports - click FILE REGISTRATION REPORT.</p> <p>Copies or Certificates - click FILE COPIES/CERTIFICATES.</p>													
<p>RETURN TO <b>SEARCH RESULTS</b> <span style="float: right;">FILE ONLINE</span></p> <p style="text-align: center;">Select filing from the list.</p> <p style="text-align: center;">Filing Type: <input type="text" value="Acceptance of a General Business to a Non Pr"/> <span style="float: right;">FILE ONLINE</span></p>													
<p>ORDER COPIES/ CERTIFICATES</p> <table border="1" style="width: 100%;"> <thead> <tr> <th>General Information</th> <th>Filings</th> <th>Address</th> <th>Contact(s)</th> </tr> </thead> <tbody> <tr> <td colspan="2"> <p>Name(s) CORNERSTONE COMMUNICATIONS, INC.</p> <p>Type Gen. Business - For Profit</p> <p>Domesticity Domestic</p> <p>Registered Agent Brinker, Robert J. 1449 W Lark Industrial Dr Fenton, MO 63026-4339</p> </td> <td colspan="2"> <p>Address 1449 W Lark Industrial Dr Fenton, MO 63026-4339</p> <p>Charter No. 00438206</p> <p>Status Good Standing</p> <p>Date Formed 3/8/1997</p> </td> </tr> <tr> <td colspan="4"> <p>Duration Perpetual</p> <p>Renewal Month January</p> <p>Report Due 4/30/2019</p> </td> </tr> </tbody> </table>		General Information	Filings	Address	Contact(s)	<p>Name(s) CORNERSTONE COMMUNICATIONS, INC.</p> <p>Type Gen. Business - For Profit</p> <p>Domesticity Domestic</p> <p>Registered Agent Brinker, Robert J. 1449 W Lark Industrial Dr Fenton, MO 63026-4339</p>		<p>Address 1449 W Lark Industrial Dr Fenton, MO 63026-4339</p> <p>Charter No. 00438206</p> <p>Status Good Standing</p> <p>Date Formed 3/8/1997</p>		<p>Duration Perpetual</p> <p>Renewal Month January</p> <p>Report Due 4/30/2019</p>			
General Information	Filings	Address	Contact(s)										
<p>Name(s) CORNERSTONE COMMUNICATIONS, INC.</p> <p>Type Gen. Business - For Profit</p> <p>Domesticity Domestic</p> <p>Registered Agent Brinker, Robert J. 1449 W Lark Industrial Dr Fenton, MO 63026-4339</p>		<p>Address 1449 W Lark Industrial Dr Fenton, MO 63026-4339</p> <p>Charter No. 00438206</p> <p>Status Good Standing</p> <p>Date Formed 3/8/1997</p>											
<p>Duration Perpetual</p> <p>Renewal Month January</p> <p>Report Due 4/30/2019</p>													
<p>The information contained on this page is provided as a public service, and may change at any time. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights.</p>													



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

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPT30034901800086  
 TITLE: Maintenance on the Fujitsu 9600 PBX System  
 ISSUE DATE: 7/28/17

REQ NO.: NR 931YY16709196  
 BUYER: Roy Burgess  
 PHONE NO.: (573) 751-1692

E-MAIL: ro\_bur\_ess\_oa.mo\_ov

REVISED BY ADDENDUM #01

RETURN PROPOSAL NO LATER THAN: 8/23/17 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuy.com) 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.

RETURN PROPOSAL TO: (U.S. Mail) PURCHASING PO BOX 809 JEFFERSON CITY MO 65102-0809 or (Courier Service) PURCHASING 301 WEST HIGH STREET, RM 630 JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

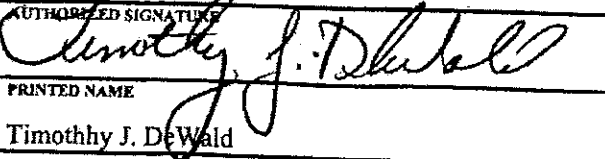
DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

MISSOURI DEPARTMENT OF CORRECTIONS  
 VARIOUS LOCATIONS

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

VENDORNAME Cornerstone Communications Inc.	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) 89937
MAILING ADDRESS 1449 West Lark Industrial Drive	
CITY, STATE, ZIP CODE Fenton, MO 63026	

CONTACT PERSON Timoth J. DeWald		EMAIL ADDRESS timd comerstonecomm.com	
PHONE NUMBER 888-963-9884		FAX NUMBER 314-909-7513	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)			
<input checked="" type="checkbox"/> Corporation		<input type="checkbox"/> Individual	
<input type="checkbox"/> State/Local Government		<input type="checkbox"/> Partnership	
<input type="checkbox"/> Sole Proprietor		<input type="checkbox"/> IRSTax-Exempt	
AUTHORIZED SIGNATURE 		DATE 8/23/2017	
PRINTED NAME Timothy J. DeWald		TITLE Major Accounts Director	



# Instructions for Submitting a Solicitation Response

The Division of Purchasing is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (<https://www.missouribuys.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic 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/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf). (This document is also on the Bid Board referenced above.)

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuys.mo.gov>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the vendor accesses their account by clicking the "Login" button at the top of the MissouriBUYS Home Page. After locating the desired solicitation on the Bid Board, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: [https://missouribuys.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf). Any such electronic submissions must be received prior to the specified end date and time.
  - Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.
  - In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

**Addendum Document:** If an addendum document is subsequently issued, please follow these steps to accept the addendum document(s).

1. If you have not accepted the original solicitation document go to the **Overview** page, find the section titled, **Original Solicitation Documents**, review the solicitation document(s) then click on the box under **Select**, and then click on the **Accept** button.
2. To accept the addendum document, on the **Overview** page find the section titled **Addendum Document**, review the addendum document(s) then click on the box under **Select**, and then click on the **Accept** button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions

addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

1. Log into **MissouriBUYS**.
  2. Select the **Solicitations** tab.
  3. Select **View Current Solicitations**.
  4. Select **My List**.
  5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
  6. Click on **Review Response** from the navigation bar.
  7. Click on **Retract** if your response needs to be revised.
  8. A message will come up asking, "Are you sure you want to retract the Bid". Click on **Continue** to confirm.
  9. Click on **Respond** and revise as applicable.
  10. Click on **Review Response** from the navigation bar and then click on **Submit** to submit your response.
- **HARD COPY RESPONSES**: Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

**End of Instructions for Submitting Solicitation Response**

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This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

Part One:	Introduction and General Information
Part Two:	Scope of Work
Part Three:	General Contractual Requirements
Part Four:	Proposal Submission, Evaluation, and Award Information
Exhibit A:	Pricing Page(s)
Exhibit B:	Experience
Exhibit C:	Scope of Work Capabilities, Method of Performance, Expertise of Personnel, and Economic Impact to Missouri
Exhibit D:	Participation Commitment
Exhibit E:	Documentation of Intent to Participate
Exhibit F:	Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization
Exhibit G:	Miscellaneous Information
Terms and Conditions	
Attachment 1:	Facility Location and Equipment

The vendor is advised that attachments exist to this document which provide additional information and instruction. These attachments are separate links that must be downloaded from the MissouriBUYS Statewide eProcurement System at: <https://missouribuys.mo.gov/bidboard.html>. It shall be the sole responsibility of the vendor to obtain the attachments. The vendor shall not be relieved of any responsibility for performance under the contract due to the failure of the vendor to obtain a copy of the attachments.

**END OF TABLE OF CONTENTS**

## 1. INTRODUCTION AND GENERAL INFORMATION

*This section of the RFP includes a brief introduction and background information about the intended acquisitions and/or services for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.*

### 1.1 Introduction:

- 1.1.1 This document constitutes a request for competitive, sealed proposals from prospective vendors for the provision of Fujitsu 9600 PBX system maintenance for various institutions of the Missouri Department of Corrections located throughout the state (hereafter referred to as "state agency") in accordance with the requirements and provisions as set forth herein.

### 1.2 Questions Regarding the RFP:

- 1.2.1 RFP Questions - 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, or both, (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.
- 1.2.2 All questions and issues should be submitted at least ten (10) working days prior to the due date of the proposal. If not received prior to ten (10) working days before the proposal due date, the Division of Purchasing may not be able to fully research and consider the respective questions or issues. Questions and issues relating to the RFP, including questions related to the competitive procurement process, must be directed to the buyer, Roy Burgess. It is preferred that questions be e-mailed to the buyer at roy.burgess@oa.mo.gov.
- 1.2.3 Purchasing will attempt to ensure that a vendor receives an adequate and prompt response to questions, if applicable. Upon Purchasing's consideration of questions and issues, if 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 RFP addendum as the questions and issues did not provide further clarity to the RFP. All vendors will be advised of any change to the RFP's language, specifications, or requirements by a formal addendum to the RFP.

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

### 1.3 Vendor's Contacts:

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

### 1.4 Background Information:

- 1.4.1 The current contract expires on August 31, 2017. The contract number is C113318001.
- a. Viewing the Contract - A copy of the contract can be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System located on the Internet at:

<http://oa.mo.gov/purchasing>. In addition, all proposal and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System. Please reference the Bid number B1Z13318 or the contract number shown above when searching for these documents.

- b. State Expenditures – The Missouri Accountability Portal (MAP) located on the internet at: <http://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the links to “Site Information” and “Disclaimer”. Then search by the contract number shown above when searching for the financial information.

- 1.4.2 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.

<b>ADDED PARAGRAPHS 1.4.3 AND 1.4.4 BY ADDENDUM #01</b>
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*1.4.3 The state agency reported approximately 86 support service tickets for Fiscal Year 17 (FY17).*

*1.4.4 The state agency considers less than 5 of the 86 tickets from FY17 to be a non-functional phone system.*

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

## 2. SCOPE OF WORK

*This section of the RFP includes requirements and provisions relating specifically to the functional/technical/performance requirements of the state agency. The contents of this section include mandatory requirements that will be required of the successful vendor and subsequent contractor.*

*The vendor is requested to provide responses to the requirements/desired attributes in this section by inserting their response immediately following each of the requirement/desired attribute. The vendor's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the vendor in the event the proposal is accepted by the State.*

*The evaluation of the vendor's proposed scope of work shall be subjective based on the requirements stated herein. Therefore, the vendor should present detailed information regarding the proposed scope of work. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.*

*It is the vendor's responsibility to make sure all products and services proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the products and services proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.*

*Unless a particular requirement in Section 2, Scope of Work is not conducive to elaboration, the vendor should detail how they intend to satisfy the requirements outlined in Section 2, Scope of Work of the RFP. The vendor should describe how the requirements will be fulfilled by the proposed service offerings to include by whom, when, with what, why, where, etc., the requirements will be satisfied. A simple "yes, no, or comply" response does not fulfill this description request.*

### 2.1 General Requirements:

- 2.1.1 The contractor shall provide the provision of Fujitsu 9600 PBX system maintenance for various institutions of the Missouri Department of Corrections (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency. **Cornerstone's Response: If Cornerstone is awarded this contract the Fujitsu 9600 systems will be maintained in the accordance with the provisions and requirements state herein.**
- 2.1.2 The contractor must provide reliable, on-going maintenance, on-site repair, remote repair, and support of the Fujitsu 9600 PBX systems located at various Missouri Department of Corrections' facilities throughout the state. **Cornerstone's Response: Read and Understood**
- 2.1.3 The contractor shall provide all necessary labor, parts, materials, and transportation to maintain all system equipment furnished in good working order and in compliance with all equipment manufacturer's specifications and all provisions of the contract. **Cornerstone's Response: Cornerstone will provide all necessary labor, parts, materials and transportation to maintain systems associated with this contract.**
- 2.1.4 The contractor must provide the state agency with professional quality maintenance, service, parts, materials and workmanship including on-going support. **Cornerstone's Response: Cornerstone has a long track record of providing professional quality maintenance, service, parts and materials and will guarantee to provide these services to the State of Missouri when awarded this contract.**
  - a. **Personnel Requirements:** The contractor shall service the equipment using personnel who are fully trained, qualified and/or certified by the equipment manufacturer as applicable if the product is not manufacturer-discontinued. The state agency prefers that such personnel be directly employed by the contractor. **Cornerstone will only use trained, qualified technicians to work on any of the systems associated with this contract.**

- b. Parts: The contractor shall be allowed to provide refurbished/reconditioned items that possess the same functionality as the manufacturer-discontinued item if the contractor is given the state agency's prior written consent and approval. It shall be the contractor's responsibility to provide product information about the refurbished/reconditioned substitute equipment. **Since the systems associated with this contract are legacy the equipment that will be used to resolve equipment issues will likely be refurbished equipment.**
- c. With the exception of Winsense software which the contractor shall not cover under the contract, the contractor shall provide all other necessary software, which shall include provision of software upgrades, new releases as well as telephone and remote support with problem determination and resolution. **Cornerstone Response: Read and Agreed.**

2.1.5 Contractor Responsibility: The contractor shall not be held responsible for repairs or replacements made necessary by misuse, negligence, accident, theft or unexpected loss, abuse, connection to foreign electrical current, fire, water, flood, wind storms, lightning, and any acts of God or public enemy, failure to provide and maintain a suitable operating environment, unauthorized attachments or modification, or improper software changes, wiring, installation, repair or alteration by anyone other than the contractor. If the state agency requests the contractor to perform repairs necessitated by any of the above causes, the contractor shall perform said repairs at the contractor's applicable contract rates for similar services and material as quoted on the contract Pricing and Discount Page. **Cornerstone's Response: Read and Understood**

2.1.6 The contractor shall determine or assist in determining if a system or a subsystem failure is the fault of the local telephone utility or other common carrier. **Cornerstone's Response: Read and Understood**

2.1.7 It is highly desirable that the contractor's technician(s) be based in Missouri. **Cornerstone's Response: Read and Understood Cornerstone is a Missouri based company.**

## 2.2 Remote and On-Site Maintenance Requirements:

2.2.1 The contractor shall perform both remote and on-site Fujitsu 9600 PBX system maintenance service which shall include the contractor's provision of all necessary labor, mileage, travel time, test equipment and Original Equipment Manufacturer (OEM) replacement parts that shall cover all equipment listed in Attachment 1. **Cornerstone's Response: Read and Understood**

2.2.2 The contractor shall provide preventative and remedial remote monitoring support and maintenance to include on-site maintenance and repair visits, including provision of all necessary parts and labor on a seven (7) day per week, twenty-four (24) hour per day basis, 365 days a year. **Cornerstone's Response: Read and Understood**

2.2.3 The contractor's maintenance plan shall not cover inside wiring and analog phones. **Cornerstone's Response: Read and Understood**

## 2.3 Service Records Requirement:

2.3.1 The contractor shall keep, maintain and provide detailed service records on all equipment/solutions purchased by the state under the contract as part of provided maintenance service. **Cornerstone's Response: Read and Understood**

## 2.4 Service Call Requirements:

2.4.1 In the event the contractor is performing on-site maintenance or repair service, the contractor must perform the following: **Cornerstone's Response: Read and Understood**

- a. Use best efforts to determine, by data terminal or physical inspection, the origins and solutions to the problem;
- b. Begin a trouble report showing the time the problem was reported and nature of the problem;

- c. Dispatch a service technician, if necessary, and proceed diligently to correct any failures

## 2.5 Response Time Requirements:

- 2.5.1 Emergency Response/Major Loss of Service: The contractor shall respond to emergency requests within four (4) hours of the state agency's service request, and shall be on-site within that required time frame. An emergency shall be defined as when the switchboard is not operational, 20% of outbound calling is out of service, or at the discretion of the state agency. The contractor shall provide a "call back" response within one (1) hour after the emergency service request is placed. It is highly desirable that the contractor provide a call-back response within 30 (thirty) minutes after the emergency call is placed. **Cornerstone's Response: Read and Understood**
- 2.5.2 Major Loss of Service: If a major loss of service has occurred and dispatch to the site of a repair technician is required to correct the problem, then the service technician must arrive at the state agency site within four (4) hours of the state agency's initial notification regardless of the time of day or day of the week when the service call is placed. Major loss of service shall be defined as a failure resulting in the system's complete inability to perform any one of the following functions:
  - a. receive any incoming calls
  - b. make any outside calls
  - c. make any station to station calls
  - d. use the attendant console(s)
  - e. inability of the system to collect and store call detail

### **Cornerstone's Response: Read and Understood**

- 2.5.3 Non-Emergency ("Regular") Response: The contractor shall respond to non-emergency requirements within twenty-four (24) hours after the agency's service request, excluding weekends and holidays, in which case, the contractor shall respond not later than the following workday after the weekend or holiday. A non-emergency shall be defined as minor repairs and general maintenance. **Cornerstone's Response: Read and Understood**
  - 2.5.4 The contractor shall perform on-site maintenance inspections on a quarterly basis. A copy of the inspection report, which shall indicate findings of the inspection, shall be provided to the agency on the date the inspection was performed. **Cornerstone's Response: Read and Understood**
  - 2.5.5 The contractor shall be responsible for remote monitoring of the state agency PBX system. If the problem can be corrected by the contractor using remote maintenance techniques, then the contractor must resolve all system problems in a prompt manner; problem resolution shall not be interpreted as merely assigning a trouble-ticket number to the service request, but shall mean that the contractor has put into action activities that shall resolve the reported problem with the exception of a specific time-frame requirement addressed as a an "emergency" or "major loss of service" as defined herein. **Cornerstone's Response: Read and Understood**
- ## 2.6 Adds/Moves/Changes:
- 2.6.1 Any adds, moves and changes to existing systems which involve the purchase of system-compatible replacement components can be made from the contractor providing maintenance or repair. Any such purchase of additional equipment shall be limited in scope. Any system addition or modification which encompasses more than 25% of the initial value of the existing system must first be reviewed and approved by the Office of Administration, Division of Purchasing, and the Information Technology Services Division before the contractor may proceed with actual system addition or modification. The contractor must request that the state agency provide written approval from both cited agencies before work described in this paragraph may progress. **Cornerstone's Response: Read and Understood**
  - 2.6.2 After An Add/Move/Change: The contractor shall provide the state agency with a complete itemized inventory count within five (5) business days after a system add/move/change. **Cornerstone's Response: Read and Understood**



## 2.7 Repair Beyond Normal Maintenance Coverage, Time and Materials Basis - Requirements:

2.7.1 On an as needed, if needed basis upon request of the state agency, the contractor shall provide service to the PBX beyond remedial maintenance that is covered under the monthly maintenance-plan. Repair that would not be covered by monthly maintenance includes but shall not necessarily be limited to repair needed as the result of lighting strikes and repair for equipment added to existing system configurations. The state reserves the right to buy repair from the contractor on a time and materials basis. Time and materials work shall be conducted during agency work hours 8:00 A.M. through 5 P.M., Monday through Friday, excluding holidays and during agency non-work hours (Saturdays, Sundays and State holidays), or as otherwise requested by the state agency. The service provided beyond that covered by the maintenance plan shall be billed on a time and materials basis. "Time" shall be billed in accordance with line items 12, 13, and 14 of the Pricing Page, and materials shall be priced at the contractor's then current rates minus the firm, fixed discount quoted as line item 15 on the Pricing Page. Invoicing shall clearly indicate and itemize the applicable hourly rates and materials pricing. No work shall commence without the contractor's provision of an itemized estimate for the work that has been approved by authorized state agency personnel in writing. **Cornerstone's Response: Read and Understood**

## 2.8 Reporting Requirements:

2.8.1 At no additional cost to the state, the contractor shall provide professional quality quarterly reports in electronic (e.g. Excel) or hard-copy format upon the request of the state agency regarding all service calls, detailing types of failures, dispatch and response times, total repair times, and a summary of preventative routines and scheduled system inspections and/or remote diagnostics for that period. The formatting of the report shall be as directed by the specific state agency which may want the required information detailed by specific site or otherwise. **Cornerstone's Response: Read and Understood**

2.8.2 At End of The Contract Period(s): The contractor shall provide the Division of Purchasing with a complete, electronic professional-quality report in an analysis-ready format that shows what the contractor has performed over the course of the contract period, including renewal contract periods. The report must be provided within sixty (60) calendar days prior to each contract period expiration date.

a. An example of information that should be in the report:

- 1) State Agency Name
- 2) State Agency's Customer Number, if applicable
- 3) Service/State Agency Location
- 4) Reporting Period, e.g., July 1, 2012-June 30, 2013
- 5) Contract Line Item Number from Pricing Page
- 6) Extended Price (Unit Price Charged x Quantity Delivered)
- 7) As applicable, Other Services Performed identified by service and price for that specific service
- 8) System Add/Moves/Changes

### **Cornerstone's Response: Read and Understood**

2.8.3 The contractor shall develop and provide ad hoc reports as required and requested by the Division of Purchasing or any state agency at no additional cost to the state. The contractor must submit ad hoc reports electronically in an analysis-ready format specified and approved by the Division of Purchasing or requesting state agency. **Cornerstone's Response: Read and Understood**

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

### 3. GENERAL CONTRACTUAL REQUIREMENTS:

*This section of the RFP includes the general contractual requirements and provisions that shall 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 of the RFP.
- 2) The following conditions shall apply to any documentation included with the contractor's proposal that adds, deletes, or alters a provision of the RFP's requirements, including the State of Missouri Terms and Conditions.

- i. The RFP shall govern the contract if a term or condition in the contractor's proposal conflicts with or modifies a term or condition in the RFP.
- ii. If a term or condition included in the contractor's proposal has no counterpart in the RFP, the contractor's term or condition shall not be binding on the State of Missouri.

- 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/Renewal:

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

3.2.2 The Division of Purchasing shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing exercises the renewal options, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal periods.

- a. Pricing for the renewal periods shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract. If renewal period prices are not provided, then prices during renewal periods shall be the same as during the original contract period. In addition,

the contractor shall understand and agree that renewal period price 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.

- b. The discount percentage shall remain unchanged for the renewal periods.

### 3.3 Firm, Fixed Percentage Discount and Prices:

- 3.3.1 All firm, fixed percentage discount and prices shall be as indicated on the Pricing Page. All packing, handling, shipping and freight charges FOB Destination, Freight Prepaid and Allowed shall be included. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

### 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. 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 Upon award of the contract, 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.

### 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.

### 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.

- a. In the event any insurance coverage is canceled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

3.7.2 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.

### 3.8 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. **In the event that a Subcontractor is utilized Cornerstone will 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. **Cornerstone will assume all legal and financial liabilities in the event a subcontractor is utilized.**
- b. The contractor shall agree and understand 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. **In the event a subcontractor is utilized Cornerstone will continue to assume all responsibility for providing the products/services as described and set forth herein.**
- c. 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 Single Point of Contact:

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3.9.1 The contractor must function as the single point of contact for the state, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to all hardware, software and services provided.

### 3.10 Replacement of Damaged Product:

3.10.1 The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.

### 3.11 Delivery Performance:

3.11.1 As applicable to provision of maintenance service and provision of parts and supplies, the contractor and/or the contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized purchase order or P-card transaction notice. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency. All orders must be shipped F.O.B. Destination, Freight Prepaid and Allowed. All orders received on the last day of the contract, must be shipped at the contract price. All deliveries must be coordinated with the state agency.

### 3.12 Participation by Other Organizations:

3.12.1 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.
  - i. The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.
  - ii. 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.

### **3.13 Substitution of Personnel:**

- 3.13.1 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 and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.

### **3.14 Authorized Personnel:**

- 3.14.1 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.
- 3.14.2 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.
- 3.14.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 3.14.4 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:
- 1) 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
  - 2) 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
  - 3) 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.
- 3.14.5 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.

### **3.15 Prison Rape Elimination Act (PREA) Requirements:**

- 3.15.1 The contractor's personnel and agents providing service under the contract and within the security perimeter of the state agency's institution must be at least 21 years of age.
- 3.15.2 Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.
- 1) The state agency shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.
  - b. The contractor must obtain written approval from the state agency's Director of the Division of Adult Institutions for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.
  - c. The contractor and the contractor's personnel and agents shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor and the contractor's personnel and agents shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the state agency's policy and procedures relating to personnel conduct.
- 3.15.3 The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer-on-offender or offender-on-offender sexual harassment, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with or between offenders, the contract shall be subject to cancelation and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.
- 1) If the contractor, or the contractor's personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, the contractor or the contractor's personnel and agents shall be denied access into the institution.
  - b. The contractor and the contractor's personnel and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and the contractor's personnel and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

### **3.16 Work Environment and MULES Security Clearance Required:**

- 3.16.1 The Fujitsu 9600 PBX systems are installed for staff use at various Missouri Department of Corrections' Correctional Centers located throughout the state. The PBX cabinet is located in the Administration Building of the site and extends to all buildings of the campus.
- 3.16.2 The contractor shall understand and agree that all personnel working for the contractor to provide service as defined under the contract must successfully complete a Missouri State Highway Patrol background-check, and obtain clearance as indicated by the Missouri Uniform Law Enforcement System (MULES) system. The contractor's technicians working on-site must follow safety and security procedures established by the Missouri Department of Corrections. These procedures are similar site to site, but vary based on security level respective to the specific Missouri Correctional Center. All tools must be pre-approved by state agency staff before bringing them on-site, and all tools shall be accounted for upon

leaving said site. The contractor is advised that some Missouri Correctional Centers require escorts, and at many times keys are necessary to access work-sites. The contractor must provide the state agency site 24-hours prior notice before arriving for a service visit.

### **3.17 Contractor Status:**

3.17.1 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.

### **3.18 Coordination:**

3.18.1 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.

### **3.19 Property of State:**

3.19.1 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.

### **3.20 Confidentiality:**

3.20.1 The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

3.20.2 If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. 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.

### **3.21 Assignment:**

3.21.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Division of Purchasing.

### **3.22 Appropriation of Funds:**

3.22.1 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 sufficiently appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

### **3.23 Invoicing and Payment Requirements:**

3.23.1 The State of Missouri may make advance deposits/payment for subscription/maintenance payments only.



- 3.23.2 The contractor shall submit monthly itemized invoices to the state agency. A specific address for sending invoices shall be communicated to the contractor by the specific state agency.
- 3.23.3 Prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
  - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique 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>

**END OF PART THREE: GENERAL CONTRACTUAL REQUIREMENTS**

#### 4. PROPOSAL SUBMISSION, EVALUATION, AND AWARD INFORMATION

*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 Submission of Proposals:

- 4.1.1 On-line Proposal - 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 proposal as an attachment to the electronic proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuys.mo.gov/bidboard.html>.
- a. The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, 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. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.
  - b. In addition, a registered vendor may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.
  - c. If a registered vendor submits an electronic and hard copy proposal 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.
- 4.1.2 Hard Copy Proposal - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the vendor should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.
- a. The proposal should be page numbered.
  - b. 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 proposal 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. Lengthy proposals may be submitted in a notebook or binder.
  - c. The vendor should include four (4) additional copies along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies (the copy) should be labeled "copy". In case of a discrepancy between the original proposal and the copies, the original proposal shall govern.
  - d. In addition, the vendor should include four (4) additional copies of their entire proposal, including all attachments, in Microsoft compatible format on password protected flash drives. The vendor should be sure to provide the password so that the State can access the documents. The vendor should ensure all media are identical to the vendor's hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern.

##### 4.2 Confidentiality Materials:

- 4.2.1 Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.
- 4.2.2 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. 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. Vendors 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.
- 4.2.3 In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
- a. Vendor’s entire proposal;
  - b. Vendor’s pricing;
  - c. Vendor’s proposed method of performance including schedule of events and/or deliverables;
  - d. Vendor’s experience information including customer lists or references;
  - e. Vendor’s product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).
- 4.2.4 On-line Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website, in the event the registered vendor attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document and must have the box “Confidential” selected when attaching the document. If the “Confidential” box is not selected when attaching the document, the document must be clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor’s failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.
- 4.2.5 Hard Copy Proposal - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, in the event the vendor does submit 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.
- 4.3 Imaging Ready:**
- 4.3.1 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. 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. 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 Conciseness/Completeness of Proposal:**

4.4.1 It is highly desirable that the vendor respond in a complete, but concise manner. To facilitate the evaluation process, the vendor is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. It is the vendor's sole responsibility to submit information in their proposals as it relates to the evaluation categories to allow the state to conduct a complete and efficient evaluation. The State of Missouri is under no obligation to solicit such information if it is not included in the vendor's response. The vendor's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Information not relevant to the requirements herein should be excluded from the vendor's proposal.

- a. The proposal should be page numbered and should have an index and/or table of contents referencing the appropriate page number(s).
- b. The signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.
- c. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.

#### **4.5 Compliance with Requirements, Terms and Conditions:**

4.5.1 Vendors are cautioned that the State of Missouri shall not award a non-compliant proposal. Consequently, any vendor indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions or provisions of the RFP shall be eliminated from further consideration for award unless the State exercises its sole option to competitively negotiate the respective proposal(s) and the vendor resolves the noncompliant issue(s).

- a. The vendor is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain terms and conditions which conflict with those of the RFP and its contractual requirements.
- b. In order to ensure compliance with the RFP, the vendor should indicate agreement that, in the event of conflict between any of the vendor's response and the RFP requirements, terms and conditions, the RFP shall govern. Taking exception to the State's terms and conditions may render a vendor's proposal unacceptable and remove it from consideration for award.

#### **4.6 Competitive Negotiation of Proposals:**

4.6.1 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:

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

4.6.3 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.

4.6.4 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.

4.6.5 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.

#### 4.7 Evaluation and Award Process:

4.7.1 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 a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contract shall be awarded to the lowest and best proposal.

Evaluation Criteria Scoring Category	Maximum Points
Cost	90
Vendor's Experience	60
Scope of Work Capabilities, Method of Performance, Expertise of Personnel, and Economic Impact to Missouri	40
MBE/WBE Participation	10
<b>TOTAL</b>	<b>200</b>

4.7.2 The vendor is advised that an evaluation committee and other subject-matter experts shall 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(7)(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).

#### 4.8 Evaluation of Cost:

4.8.1 The offeror must respond to Exhibit A with firm, fixed pricing and firm, fixed a percentage discount pricing for all applicable costs necessary to satisfy the requirements of the RFP. The percentage discount quoted shall be firm, fixed for the life of the contract, including during all renewal periods exercised by the state. All prices quoted shall be firm, fixed for the contract period stated on page one. Unless stated herein, the state shall assume absolutely no other costs exist to satisfy the RFP's requirements. Therefore, the successful offeror shall be responsible for any additional costs.

4.8.2 The cost evaluation shall be based on the Pricing for Mandatory Requirements provided by the vendor in response to Exhibit A, Pricing Pages, including contract renewal periods.

4.8.3 The evaluation of cost, for evaluation purposes only, shall be based on the pricing provided in response to Exhibit A using the following calculations:

- a. Maintenance cost shall be based upon multiplying the quoted monthly price times 12 per each year.
- b. On-site repair service cost shall be added together per each year to arrive at an average price per each year that will be used to multiply an annual hourly average of 500 hours per each year.
- c. Remote repair service cost shall be added together per each year to arrive at an average price per each year that will be used to multiply an annual hourly average of 500 hours per each year.
- d. The percentage discount shall be applied to a purchase price of \$20,000.00 per each year. (For example, if the firm, fixed discount is 10%, this discount would be multiplied by \$20,000.00 resulting in \$2,000.00. Then \$2,000.00 would be subtracted from \$20,000.00 resulting in \$18,000.00, which would be used as the estimated annual cost.)

- 4.8.4 The above cost quantities are estimated and used for evaluation purposes only. The State of Missouri does not guarantee quantities.
- 4.8.5 The subtotals derived from the calculations above shall be added together for use as the total cost for cost evaluation purposes. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times \frac{90}{\text{maximum cost points}} = \text{Cost evaluation points}$$

#### 4.9 Evaluation of Vendor's Experience:

4.9.1 Experience and reliability of the vendor's organization will be considered subjectively in the evaluation process. Therefore, the vendor is advised to submit information concerning the vendor's experience, and reliability, especially information related to the requirements of this RFP. If the vendor is proposing an entity other than the vendor to perform the required services, the vendor should also submit the information requested for such proposed subcontractor. It is highly desirable that the vendor respond to the information requested in Exhibit B for purposes of evaluating the vendor's past experience and reliability. Information provided by the vendor in response to Exhibit B of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

- a. As part of the evaluation process, the State of Missouri may contact the vendor's references, including references not listed or identified within the vendor's proposal but who have current or previous experiences with the vendor.
- b. The vendor shall agree and understand that the State of Missouri is not obligated to contact the vendor's references.

#### 4.10 Evaluation of Scope of Work Capabilities, Method of Performance, Expertise of Personnel, and Economic Impact to Missouri:

4.10.1 Proposals will be subjectively evaluated based on the vendor's plan for performing the requirements of the RFP. Therefore, the vendor should present information which demonstrates the method or manner in which the vendor proposes to satisfy these requirements and which confirms the vendor's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. It is highly desirable that the vendor respond to the information requested in Exhibit C for purposes of evaluating the vendor's proposed scope of work capabilities, method of performance, expertise of personnel, and economic impact to Missouri. Information provided by the vendor in response to Exhibit C of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

- a. As part of the evaluation process, the State of Missouri reserves the right to consider the past performance of the vendor in the evaluation of the vendor's scope of work capabilities, method of performance, expertise of personnel, and economic impact to Missouri.

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

4.11.1 In order for the Division of 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.)

4.11.2 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.

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

	Maximum		Assigned
$\frac{\text{Vendor's Proposed MBE \% < 10\% + WBE \% < 5\%}}{\text{State's Target MBE \% (10) + WBE \% (5)}}$	X	$\frac{\text{MBE/WBE Participation Evaluation points (10)}}{\text{Maximum}}$	= MBE/WBE Participation points

4.11.4 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 D, 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 E, 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 E, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

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

4.11.6 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, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

4.11.7 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 630, 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>

#### 4.12 Miscellaneous Submittal Information:

4.12.1 Organizations for the Blind and Sheltered Workshop Preference - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) 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 ten 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 the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
  - 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the



contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the 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 following information with the proposal:

- Participation Commitment - The vendor must complete Exhibit D, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the 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.
- Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit E, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

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

b. A list of Missouri sheltered workshops can be found at the following Internet address:  
<http://dese.mo.gov/special-education/sheltered-workshops/directories>

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

<http://www.lhbindustries.com>

<http://www.alphapointe.org>

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

4.12.2 Service-Disabled Veteran Enterprises (SDVEs) Preference - Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of 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 D, 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 E, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the SDVE or a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the 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 five (5) years to 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 E, 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.  
<http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf>
- b. Commitment – If awarded a contract, the SDVE participation committed to by the vendor on Exhibit D, 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.

4.12.3 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/statutes/C200-299/2850000525.HTM>), 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 F, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit F must be submitted prior to an award of a contract.

#### 4.12.4 Miscellaneous Information:

- a. In providing a response, the vendor should review Executive Order 04-09 (see the following link: [http://sl.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo04\\_009.pdf](http://sl.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo04_009.pdf)) and provide adequate explanation of any offshore (outside the United States) product/service provided or performed that meets or can be justified pursuant to exception conditions described in Section 4 of the Executive Order.
- b. Vendors as Employees: Vendors who are employees of the State of Missouri, a member of the Missouri General Assembly or a statewide elected official should complete, sign and return Exhibit G with their proposal. This document must be satisfactorily completed prior to award of the contract.

### 4.13 Business Compliance:

4.13.1 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)

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

**END OF PART FOUR: PROPOSAL SUBMISSION, EVALUATION, AND AWARD  
INFORMATION**

## EXHIBIT A

PRICING PAGES

The vendor shall provide firm, fixed pricing for maintenance, on-site repair service, and remote repair service, and a firm, fixed percentage discount pursuant to all mandatory requirements herein.

Item No.	Description	Quantity	Unit	Firm, Fixed Price for Original Contract Period	Firm, Fixed Price for 1 <sup>st</sup> Renewal Period	Firm, Fixed Price for 2 <sup>nd</sup> Renewal Period
1	Maintenance for Algoa Correctional Center, 8501 No More Victims Road, Jefferson City, MO.	12	Month			
2	Maintenance for Boonville Correctional Center, 1216 East Morgan Street, Boonville, MO.	12	Month			
3	Maintenance for Farmington Correctional Center, 1012 West Columbia, Farmington, MO.	12	Month			
4	Maintenance for Fulton Reception and Diagnostic Center, 1393 Highway O, Fulton, MO.	12	Month			
5	Maintenance for Moberly Correctional Center, 5201 South Morley, Moberly, MO.	12	Month			
6	Maintenance for Northeast Correctional Center, 13698 Airport Road, Bowling Green, MO.	12	Month			
7	Maintenance for South Central Correctional Center, 255 West Highway 32, Licking, MO.	12	Month			
8	Maintenance for Southeast Correctional Center, 300 East Pedro Simmons Drive, Charleston, MO.	12	Month			
9	Maintenance for Western Missouri Correctional Center, 609 East Pence Road, Cameron, MO.	12	Month			
10	Maintenance for Western Reception and Diagnostic Center, 6401 Faraon Street, St. Joseph, MO.	12	Month			
11	Maintenance for Women's Eastern Reception and Diagnostic Center 1101 East Highway 54, Vandalia, MO.	12	Month			
12	On-Site Repair Service for normal business hours, Monday through Friday, 8:00 am through 5:00 pm, Central Time.	1	Hour			
13	On-Site Repair Service for after normal business hours, Monday through Friday.	1	Hour			
14	On-site Repair Service for weekends and holidays.	1	Hour			
15	Remote Repair Service for normal business hours, Monday through Friday, 8:00 am through 5:00 pm, Central Time.	1	Hour			
16	Remote Repair Service for after normal	1	Hour			

	business hours, Monday through Friday.					
17	Remote Repair Service for weekends and holidays.	1	Hour			
18	Discount off current list parts and materials.	1	Discount	_____%		

**EXHIBIT B****EXPERIENCE**  
**(Evaluation is 60 points)**

The evaluation of the vendor's experience shall be subjective based on the ability of the vendor to perform the requirements stated herein. Therefore, the vendor should present detailed information regarding the organization's experience. The following information should be provided by the vendor in order to assist the State of Missouri in evaluation of the vendor's experience. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

**B.1 EXPERIENCE:**

1. The vendor should describe the number of years its firm has been providing similar requirements as what is described in this RFP. **Cornerstone Communications has been providing telecom maintenance service for over 20 years.**
2. The vendor should identify their experience in providing maintenance service on a seven (7) day per week, twenty-four (24) hour per day basis, 365 days a year. **Cornerstone has been providing 24X7 maintenance services for over 20 years.**
3. The vendor should identify their experience in providing an expanse of the inventory of equipment available to service an entire state (e.g., Missouri). **Cornerstone's N.O.C. is located in Fenton, Missouri and warehouses over 25,000 square feet of maintenance inventory. Most equipment is available for same day delivery.**
4. The evaluation of the vendor's experience shall be subjective based on the ability of the vendor to perform the requirements stated herein. Therefore, utilizing the table below (or in a similar format), the vendor should provide up to four (4) references that may be contacted related to previous contract experiences of a similar nature and complexity in scope, responsibility and technologies involved as what is described in this RFP.

The evaluator's inability to contact a reference due to incorrect or inaccurate reference information or failure of the reference contact person to respond shall be considered an invalid reference.

## EXHIBIT B, continued

REFERENCE	
<b>Contracting Agency/Entity Client Name:</b>	Southeast Missouri State University
<b>Contact Name:</b>	Brian Schnurbusch
<b>Contact Title:</b>	Telecom Director
<b>Description of Role / Responsibility the above contact person had in referenced contract work:</b>	Day to day telecom and I.T. management.
<b>Contact Phone Number:</b>	573.651.2575
<b>Contact Email Address:</b> *please verify accuracy of email address*	bschnurbusch@semo.edu<mailto:bschnurbusch@semo.edu
<b>Applicable Dates of Contract Work:</b>	6/2010 to present.
<b>Description of Work that was required to be performed:</b>	24X7 telecom maintenance for the University.
<b>Please indicate if the following was performed and provide a detailed description:</b>	
<p><b>Yes- Remote Maintenance-</b> Cornerstone dials into the Universities phone systems to provide remote maintenance.</p> <p><b>Yes- On-site Maintenance-</b> Cornerstone provides on-site maintenance services for the University.</p> <p><b>Yes-Maintaining Service Records-</b> Cornerstone provides an online web portal of all service records.</p> <p><b>Yes Repair Beyond Normal Business Hours-</b> Cornerstone provides 24X7 maintenance service and M.A.C. work for the University.</p>	

## EXHIBIT B, continued

REFERENCE	
<b>Contracting Agency/Entity Client Name:</b>	Energizer
<b>Contact Name:</b>	Giovanni Otero
<b>Contact Title:</b>	Network/ Voice Engineer
<b>Description of Role / Responsibility the above contact person had in referenced contract work:</b>	Day to day telecom and network maintenance.
<b>Contact Phone Number:</b>	314-941-3554
<b>Contact Email Address:</b> *please verify accuracy of email address*	Gio.otero@energizer.com
<b>Applicable Dates of Contract Work:</b>	2010 to present.
<b>Description of Work that was required to be performed:</b>	Break fix maintenance across many platforms.
<b>Please indicate if the following was performed and provide a detailed description:</b>	



Remote Maintenance- Yes 24X7 Remote maintenance

On-site Maintenance Yes 24X7 On-Site maintenance

Maintaining Service Records- Yes Online web portal with detailed service records

Repair Beyond Normal Business Hours- Yes 24X7 repair.

EXHIBIT B, continued

REFERENCE	
Contracting Agency/Entity Client Name:	Ascent LLC
Contact Name:	Tony Lang
Contact Title:	Network Infrastructure Engineer
Description of Role / Responsibility the above contact person had in referenced contract work:	Day to day network and telecom responsibilities.
Contact Phone Number:	314-810-1540
Contact Email Address: *please verify accuracy of email address*	Tony.lang@ascentcorp.com
Applicable Dates of Contract Work:	2007 to present.
Description of Work that was required to be performed:	24X7 Break fix maintenance.
Please indicate if the following was performed and provide a detailed description:	
<input type="checkbox"/> Remote Maintenance- Yes 24X7 Remote maintenance <input type="checkbox"/> On-site Maintenance Yes 24X7 On-Site maintenance <input type="checkbox"/> Maintaining Service Records- Yes Online web portal with detailed service records Repair Beyond Normal Business Hours- Yes 24X7 repair	

EXHIBIT B, continued

REFERENCE	
Contracting Agency/Entity Client Name:	Memorial Hospital
Contact Name:	Cheryl Graf
Contact Title:	I.S. Telecom Team- Systems Analyst

<b>Description of Role / Responsibility the above contact person had in referenced contract work:</b>	Day to day telecom responsibilities.
<b>Contact Phone Number:</b>	618-257-6904
<b>Contact Email Address:</b> *please verify accuracy of email address*	Cag11433@bjc.org
<b>Applicable Dates of Contract Work:</b>	2009 to present
<b>Description of Work that was required to be performed:</b>	24X7 Break Fix Maintenance
<p><b>Please indicate if the following was performed and provide a detailed description:</b></p> <p><input type="checkbox"/> Remote Maintenance- Yes 24X7 Remote maintenance</p> <p><input type="checkbox"/> On-site Maintenance Yes 24X7 On-Site maintenance</p> <p><input type="checkbox"/> Maintaining Service Records- Yes Online web portal with detailed service records</p> <p>Repair Beyond Normal Business Hours- Yes 24X7 repair</p>	

**NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA MAY AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE VENDOR'S PROPOSAL.**

**EXHIBIT C****SCOPE OF WORK CAPABILITIES, METHOD OF PERFORMANCE, EXPERTISE OF PERSONNEL,  
AND ECONOMIC IMPACT TO MISSOURI**

(Evaluation is 40 points)

The evaluation of the vendor's proposed scope of work capabilities, method of performance, expertise of personnel, and economic impact to Missouri shall be subjective based on the requirements stated herein. Therefore, the vendor should present detailed information regarding the proposed scope of work capabilities, method of performance, expertise of personnel, and economic impact to Missouri. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

It is the vendor's responsibility to make sure all products and services proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the products and services proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

**C.1 SCOPE OF WORK CAPABILITIES:**

1. The vendor should provide responses to the requirements/desired attributes in Section 2 by inserting their response immediately following each of the requirement/desired attribute.

**The Cornerstone headquarters is located in Fenton Missouri. Since we are a Missouri company it provides us with competitive advantage for the maintenance of the equipment in this contract. Cornerstone will be able to respond, deliver parts quicker and minimize any downtime that may occur.**

**Cornerstone will provide a 2 hour response time remotely and a 3 hour response time on-site (when required).**

**Cornerstone has satellite offices in Fulton Mo and Cape Girardeau Missouri.**

**C.2 METHOD OF PERFORMANCE:**

1. The vendor should provide where the primary service organization is based. **1449 West Lark Industrial Drive, Fenton MO 63026**
2. The vendor should provide the number of technicians that will be based in Missouri to serve the state account. **8 Technicians**
3. The vendor should provide if a secondary service organization will serve the state and if so, the number of technicians that will serve the state account. **Yes, 6 additional technicians.**
4. The vendor should provide the maintenance escalation procedure complete with the vendor's personnel positions and personnel names along with their telephone numbers in order of escalation.

**Cornerstone provides the option to report service issues by phone or email. During regular business hours 1-888-963-9884 or after hours Trouble Line 1-800-781-9218 or by email [sevice@cornerstonecomm.com](mailto:sevice@cornerstonecomm.com). Once a service call or service email is received an internal service ticket is generated. A technician is immediately assigned to the service ticket and will be the primary contact until the issue is resolved. Cornerstone will also assign two dedicated Technical Services Managers to this contract- Dave Bahre [dave@cornerstonecomm.com](mailto:dave@cornerstonecomm.com) 888-963-9884 ext. 137 and Jo Ann Ventimiglia [joann@cornerstonecomm.com](mailto:joann@cornerstonecomm.com) 888-963-9884 ext. 143. Tim DeWald [timd@cornerstonecomm.com](mailto:timd@cornerstonecomm.com) 314-541-5363 Major Accounts Director/ Partner.**

**Cornerstone also will provide the State of Missouri with an online web portal where they can open service tickets or check the status of open tickets. Cornerstone has been maintaining many State of Missouri facilities for decades at the highest level of service available. Examples of Missouri state**

facilities that Cornerstone has or currently maintains are Fulton State Hospital, Marshall Habilitation and Southeast Missouri University.

**On-Site Crash Kits:** Cornerstone will provide on-site crash kits to the maintained facilities. These crash kits will include power supplies, station and trunk cards and common control cards. In the event of an equipment failure the facility will not have to wait for equipment to be shipped and it will be available for immediate replacement. Cornerstone can guarantee maximum uptime by having equipment on hand for immediate replacement.

### C.3 EXPERTISE OF PERSONNEL:

1. The vendor should provide detailed resumes of previous work assignments of the personnel that have similar experience and qualifications of the work they will be responsible for as described herein.
  - a. The resumes should be structured to emphasize relevant experience, and qualifications (including education, licenses, certifications, etc.) of the personnel in successfully completing contracts/performing services of the same size and scope of the requirements of this RFP.
  - b. The information should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and how the person's involvement in that project will relate to the person's ability to contribute to the State of Missouri. A detailed description of the required qualifications for the assignment or a detailed job/position description of the specific position may not adequately fulfill this request. See end of document for resumes.

### C.4 ECONOMIC IMPACT TO MISSOURI:

1. 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: **Cornerstone Communications is a Missouri based company therefore all money from this contract will stay in the great state of Missouri.**
  - a. 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. **All services for the contract will be completed by Missouri residents. Cornerstone Communications is a Missouri based company with approximately 50 employees.**
  - b. Provide a description of the company's economic presence within the State of Missouri by type of facility (e.g. type of facilities: sales offices, sales outlets, divisions, manufacturing, warehouse, other)
    - Type of Facility: NOC- Sales, technical offices.
    - Location: 1449 West Lark Industrial Dr., Fenton MO 63026
    - Year of Establishment: 1997
    - Number of Employees: 50 employees.
  - c. If the vendor will be using subcontractors to provide goods or services to fulfill this contract, please provide the economic presence within the State of Missouri for each subcontractor:
    - Type of Facility: Service Office
    - Location: Kansas City, MO
    - Year of Establishment: 1998
    - Number of Employees: 40 employees
  - d. In fulfilling the deliverables of this contract, would the vendor hire new employees in Missouri? If so, please provide:
    - Type of Facility and Location of New Employees:
    - Anticipated Number of New Employees:

**NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA MAY AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE VENDOR'S PROPOSAL.**

**EXHIBIT D**

**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.

<b>MBE Participation Commitment Table</b>		
(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.)		
<b>Name of Each Qualified Minority Business Enterprise (MBE) Proposed</b>	<b>Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)</b>	<b>Description of Products/Services to be Provided by Listed MBE</b> <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:
<b>Total MBE Percentage:</b>	%	

**EXHIBIT D, continued**

<b>WBE Participation Commitment Table</b>		
(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.)		
<b>Name of Each Qualified Women Business Enterprise (WBE) proposed</b>	<b>Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value)</b>	<b>Description of Products/Services to be Provided by Listed WBE</b> <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:
<b>Total WBE Percentage:</b>	<b>%</b>	

**EXHIBIT D, continued**

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>	
By completing this table, the vendor commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.	
(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.)	
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b> <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:

<b>SDVE Participation Commitment Table</b>		
(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.)		
<b>Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed</b>	<b>Committed Percentage of Participation for Each SDVE</b> (% of the Actual Total Contract Value)	<b>Description of Products/Services to be Provided by Listed SDVE</b> <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:
<b>Total SDVE Percentage:</b>	<b>%</b>	



**EXHIBIT E**

**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 a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the vendor's proposal.

*~ Copy This Form For Each Organization Proposed ~*

Vendor Name: \_\_\_\_\_

**This Section To Be Completed by Participating Organization:**

*By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the vendor identified above.*

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: \_\_\_\_\_

Address (If SDVE, provide MO Address): \_\_\_\_\_

City: \_\_\_\_\_

State/Zip: \_\_\_\_\_

SDVE's Website Address: \_\_\_\_\_

(or attach copy of c

Service-Disabled Veteran's (SDV) Name: \_\_\_\_\_  
(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  
(Dated no earlier than the  
RFP issuance date)*

**EXHIBIT E, 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 five (5) years to the Division of Purchasing (Purchasing), the vendor **must** provide the following 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: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

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

<b>FOR STATE USE ONLY</b>	
SDV Documents - Verification Completed By:	
Buyer	Date

**EXHIBIT F**  
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT 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)	<i>Authorized Representative’s Signature</i>
Company Name (if applicable)	Date

EXHIBIT F, 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 Timothy J DeWald (Name of Business Entity Authorized Representative) as Major Accounts Director/ Partner (Positionffitle) first being duly sworn on my oath, affirm Cornerstone Communications Inc. (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 Cornerstone Communications Inc. (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, tile facts stated above are true and correct. (Tire undersigned understands thatfalse statements made inthisfiling are subject to the penalties provided under section 575.040, RSMo.)*

*Timothy J.*  
*Authorized Representative's Signature*

Timothy J. DeWald  
Printed Name

Title: Major Accounts Director- Partner

Date: 8/23/17

timd@cornerstonecomm .com

224581

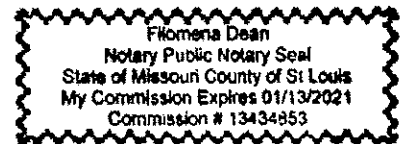
E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this 23<sup>rd</sup> of August, 1 am  
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of St. Louis, State of  
(NAME OF COUNTY)

Missouri, and my commission expires on \_\_\_\_\_  
(NAME OF STATE) (DATE)



*Filomena Dean*  
Signature of Notary

8-23-17  
Date

EXHIBIT F, 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 OF FILE - CTI HEAT BLS/BESS ENTITY STATE'S**

I certify that Cornerstone Communications Inc. (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: Southeast Missouri State University

(\*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: 6/4/2010

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: BIZ10262 (if known)

Timothy J. DeWald  
Authorized Business Entity Representative's Name (Please Print)

  
Timothy J. DeWald  
Authorized Business Entity Representative's Signature

Cornerstone Communications Inc.  
Business Entity Name

8/23/2017  
Date

timd@cornerstonecomm.com  
E-Mail Address

224581  
E-Verify MOU Company ID Number

**H>H. s1 \ I E OF \ JISSOJ RI I SI.**

**Documentation Verification**

Completed By:

Roy Bunker  
Buyer

9/20/17  
Date

EXHIBIT F, 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 Cornerstone Communications Inc. (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: Southeast Missouri State University

(\*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: 6/4/2010

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: B1Z10262 (if known)

Timothy J. DeWald

Authorized Business Entity Representative’s Name (Please Print)

*Authorized Business Entity Representative’s Signature*

Cornerstone Communications Inc.

8/23/2017

Business Entity Name

Date

timd@cornerstonecomm.com

224581

E-Mail Address

E-Verify MOU Company ID Number

**FOR STATE OF MISSOURI USE ONLY**

Documentation Verification Completed By:

Buyer

Date

**EXHIBIT G**

**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 <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If YES, do the proposed products/services satisfy the conditions described in section 4. Subsections 1., 2., 3., or 4. of Executive Order 04-09? (see the following web link: <a href="http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo_04_009.pdf">http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo_04_009.pdf</a> ) <a href="http://www.sos.mo.gov/library/reference/orders/2004/eo_04_009.asp">http://www.sos.mo.gov/library/reference/orders/2004/eo_04_009.asp</a> )	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
If YES, mark the appropriate exemption below, and provide the requested details: <input type="checkbox"/> 1. Unique good or service. <ul style="list-style-type: none"> <li>• EXPLAIN: _____</li> </ul> <input type="checkbox"/> 2. Foreign firm hired to market Missouri services/products to a foreign country. <ul style="list-style-type: none"> <li>• Identify foreign country: _____</li> </ul> <input type="checkbox"/> 3. Economic cost factor exists <ul style="list-style-type: none"> <li>• EXPLAIN: _____</li> </ul> <input type="checkbox"/> 4. Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. <ul style="list-style-type: none"> <li>• 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: _____%</li> <li>• Specify what contract work would be performed outside the United States: _____</li> </ul>		

**Employee/Conflict of Interest:**

Vendors who are 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 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____%

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

**1. TERMINOLOGY/DEFINITIONS**

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

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

**2. APPLICABLE LAWS AND REGULATIONS**

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

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

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



#### 4. PREPARATION OF PROPOSALS

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

#### 5. SUBMISSION OF PROPOSALS

- a. Registered vendors may submit proposals electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuy.mo.gov/> or by delivery of a hard copy to the Purchasing office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit proposals hard copy delivered to the Purchasing office. Delivered proposals must be sealed in an envelope or container, and received in the Purchasing office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact end date and time specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the Purchasing post office box address. However, it shall be the responsibility of the vendor to ensure their proposal is in the Purchasing office (address listed above) no later than the exact end date and time specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official end date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing office may be modified by signed, written notice which has been received by Purchasing prior to the official end date and time specified. A proposal may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by Purchasing prior to the official end 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 (9).
- o. The final determination of contract(s) award shall be made by Purchasing.

## 9. CONTRACT/PURCHASE ORDER

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

## 10. INVOICING AND PAYMENT

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

## 11. DELIVERY

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

## 12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.

- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

### 13. WARRANTY

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

### 14. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

### 15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

### 16. CANCELLATION OF CONTRACT

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

### 17. COMMUNICATIONS AND NOTICES

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

### 18. BANKRUPTCY OR INSOLVENCY

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

### 19. INVENTIONS, PATENTS AND COPYRIGHTS

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

### 20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

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

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

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

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

## **23. TITLES**

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

Revised 10-19-15

End of Document

EXHIBIT B

KEY PERSONNEL EXPERTISE SUMMARY

Please identify the following specific points:

- Describe the number of years of experience each assigned service representative who will serve the various state accounts has regarding service calls on the proposed equipment, the Fujitsu 9600.
- Are any service representatives that will be assigned to the state accounts factory or dealer trained, and describe their training and how recent training has been received?

*Identify Key Personnel and Provide Brief Summary of their work history and training*

Personnel	Background and Expertise of Personnel
1. Andy Speraneo	<p>Chief Technician- 23 Years experience in Telecommunications Industry. Inhouse hardware technician, all systems. Lead installation technician- Definity, Intuity and Merlin Legend. Technical sales support all key and PBX system hardware. Remote install and maintenance support- Definity and Merlin Legend. Fujitsu 9600 and Avaya integration. Fujitsu 9600 networking. Fujitsu programming and maintenance. Technical Services Manager. Remote troubleshooting on Avaya, Cisco and Fujitsu PBX. <u>AT&amp;T/Lucent/Avaya Training:</u> Partner Install and Administration. Merlin Legend Install and Administration. Definity G3s Install and Repair. Audix Voice Power Administration. Definity Audix Install and Maintenance. Intuity Administration.</p>
2. R.D. Holley	<p>Technical Services Manager- R.D. is celebrating over half a century in the telecommunications industry. Twenty Eight year with AT&amp;T and Southwestern Bell as a service technician installing and repairing phones and PBX systems, cable splicer and lineman. Eight years were spent in Denver Colorado as an Instructor teaching domestic technicians, external customers and international technicians around the world. During this time he was recognized by AT&amp;T as a Master Instructor for the demonstration of training professionalism. He delivers training for the Definity PBX Systems which include Installation &amp; Maintenance, Administration, Private Networking and Customer User Training. He also delivers Installation and Maintenance and Administration training for the Definity Audix voice mail systems. R.D. spearheaded the Avaya Definity and Fujitsu 9600 integration projects for many Avaya business Partners. Since his "retirement" Avaya Communications has hired R.D. back as a consultant to deliver training around the world for its business partners. He helped Avaya as a consultant with course development and delivery for the IP 600 technical training course. R.D. has also worked with business partners as a project manager overseeing large PBX installations.</p>
3. Ken Bowser	<p>Technical Services Manager- Ken has had 44 years in the telecommunications industry with Southwestern Bell, AT&amp;T, Lucent Technologies and Avaya Communications. During his career he has held many positions including Central Office Technician, PBX Installer, PBX Repairman, RMA Technician and Tier 3 Technician.</p>

The last 10 years Ken has worked in Denver Colorado as a Tier 3 technician supporting System 75, Gfs and Definity systems.

As a Tier 3 Technician Ken worked to resolve complex networking issues which involved DCS networking, call center applications as well as I.P.solutions.

Ken was also involved in the training of other Tier 3 engineers on the Definity Systems and I.P.solutions.

IP, DEFINITY Systems, Data, Networking.

Defintiy integration with Cisco Call Manager and Fujitsu 9600 systems.

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#### 4. Jeff Duncan-

Technical Services Manager-

23years experience in AT&T/Lucent/Avaya Telecommunications hardware and software.

In-house hardware technician, all systems.

Customer help desk representative, all systems.

Dedicated M.A.C. technician-all systems a Definity DCS network.

National installation technician- Definity, Intuity and Legend.

Technical sales support all key and PBX system hardware.

Software specialist Defintiy and Legend.

System design and implementation, Definity G3s and Merlin Legend.

Remote installation and maintenance support Definity and Merlin Legend.

Avaya/ Definity/ Cisco/ Merlin Legend integration with the Fujitsu F9600.

AT&T/Lucent/Avaya training:

Partner Install and Administration.

Merlin Legend Install and Administration.

Merlin Legend/ Magix Networking.

Definity G3s Install and Repair.

Definity G3s Administration.

Definity DCS Networking Install and Maintenance.

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#### 5. Dave Lyman

Technical Services Manager-

16 year customer call center engineer/technician supporting multiple state side and off-shore locations

Primary practice was hardware/software maintenance, design and installation, supporting Definity v6 through CM3.x, Intuity Audix/LX systems. Avaya-Definity integration with other O.E.M. including Cisco, Fujitsu F9600, Mitel, Siemens.

On-demand Practices:

VOiP

Circuit pack programming

Processor interface administration

H.323 IP trunking networks

H.323 IP voice terminals

IPSI controlled port networks

Voice Monitoring Manager

IP Softphone

Wifi voice terminals

Voice networking

T-1 installation

Circuit pack programming

SON/Digital and Analog circuits

DCS networking

ARS, AAR, UDP

Partition routing

Automatic Call Distribution

VON programming

Vector programming

- • Hunt Group administration

Agent Skillset administration

EAS and PHO

Architecture support

Fiber connectivity

IP connectivity

Processor Channel administration

Capacity planning

o IP trunk networks

o Digital and IP terminal

o Voice circuit

o TOM blockage resolution

Switch installation

Switch expansions

Digital voice terminals

MAPD/ASA1 integration

ICM integration

CMS integration

Adjunct links

Firmware/Software upgrades

Audix digital networking

Duplicated Server networks

Fujitsu F9600 integration and networking.

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6. Wayne DeClue

Technical Services Manager-

21 Years experience in AT&T/Lucent/Avaya Telecommunications hardware and software.

In-house hardware technician, II systems.

Customer help desk representative, all systems.

Definity G3r and Intuity Voice Mail Systems.

National installation technician Legend, Partner Family and Classic Merlin.

Technical sales support all key and PBX system hardware.

System design and implementation, Merlin Legend, Partner Family and Classic Merlin.

Remote install and maintenance support, Merlin Legend, Partner Family and Classic Merlin.

Troubleshoot telephony & data problems covering the Fujitsu F9600 series, AVT, Centigram, and ACD/MIS in a Technical Support help desk environment. Maintain Fujitsu 9600 PBX, ACD AP and voice mail systems. Project manage installations of telephony & data equipment. Install and configure PBX, Server Client applications covering Call Centers, and PC platforms. Work extensively with NT, Unix, Win95/98, PBX, Hardware and software.

Partner install and training.

Merlin Legend Install and Administration

Definity G3s Administration

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7. Frank Eilers

Technical Services Manager-

21 Years experience in AT&T/Lucent/Avaya Telecommunications hardware and software.

Inhouse hardware technician, all systems.

National installation technician- Definity, Merlin Legend, Partner Family, Classic Merlin and Spirit.

Remote install and maintenance support Definity and Merlin Legend.

AT&T/Lucent/Avaya training:

Partner Install and Administration.

Fujitsu F9600 programming and testing.

Cisco Call Manager testing.

Secure Watch monitoring.

Remote troubleshooting on Avaya, Cisco and Fujitsu PBX.

Merlin Legend Install and Administration.

Definity G3s Install and Repair.

Definity G3s Administration.

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