ST. LOUIS BOARD OF POLICE COMMISSIONERS

Purchasing Agent - Budget & Finance Division

Request for Proposals (RFP) for On-Site Physical Therapy Services
For St. Louis Metropolitan Police Department's Employees

SOLICITATION NO.:	**RFP # FY2027-05**
SOLICITATION ISSUED ON BEHALF OF:	**Human Resources Division**
ISSUE DATE:	November 13, 2026
CONTRACT PERIOD:	3 years
REQUISITION NO.:	05

PROPOSAL DUE NO LATER THAN:
December 18, 2026 AT 12:00pm CENTRAL TIME
Proposal Opening Date
December 18, 2026 At 1:00 PM CENTRAL TIME
1915 Olive Street, Room 709
St. Louis, MO 63103

Proposal response must be delivered to Shawn Bowers, 1915 Olive, St. Louis, Missouri 63103.
E-mailed or faxed proposal responses will not be accepted.

RFP CONTACT INFORMATION:
BUYER: Shawn Bowers
PHONE NO.: 314-444-1250
EMAIL: sbowers@slmpd.org
See "**RFP Questions**" in Section 1 for appropriate communications during the procurement process.

DELIVER SUPPLIES/SERVICES FREE ON BOARD (FOB) DESTINATION TO THE FOLLOWING ADDRESS:

St. Louis Metropolitan Police Department, Human Resources Division
1915 Olive, Room 709
St. Louis, Missouri 63103

ATTENTION:

1. After reviewing the Request for Proposal (RFP), the vendor must complete and return **Exhibit A, Proposal Signature Page and all other necessary exhibits**.
2. Due to lead times for obtaining the information needed to complete the various **Business Compliance Exhibits** herein as explained in the RFP's vendor Response Exhibits, vendors are encouraged to IMMEDIATELY begin securing these verifications.

RFP Organization:

RFP Sections	Section 1	Introduction and Background Information Section
	Section 2	Scope of Work Section
	Section 3	Terms and Conditions Section
	Section 4	General Contractual Requirements Section
	Section 5	Vendor Submission, Evaluation, and Award Information Section
RFP Vendor Response Exhibits **(Return these exhibits with the proposal)**	Exhibit A	Proposal Signature Page
	Exhibit B	Proposal Submittal Checklist
	Exhibit C	Pricing Page
	Exhibit D	Technical Proposal – Experience of Organization and Past Performance
	Exhibit E	Technical Proposal – Team Qualifications
	Exhibit F	Technical Proposal – Methodology, Approach, Work Plan, and Technical Capabilities
	Exhibit G	Participation Commitment
	Exhibit H	Documentation of Intent to Participate
	BUSINESS COMPLIANCE EXHIBITS	
	Exhibit I	State of Missouri Tax Compliance
	Exhibit J	Registration of Business Name with the Missouri Secretary of State
	Exhibit K	Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
	Exhibit L	Anti-Discrimination Against Israel Act Certification
	Exhibit M	Services Outside the United States
	Exhibit N	Employee/Conflict of Interest

1. INTRODUCTION AND BACKGROUND INFORMATION SECTION

1.1 Introduction:

1.1.1 Purpose: This document constitutes a request for competitive, sealed proposals for the provision of on-site physical therapy services for St. Louis Metropolitan Police Department (hereinafter referred to as "SLMPD") employees including both work related injuries covered under the SLMPD's self-insured Workers' Compensation Program to be performed by a physical therapy services provider (hereinafter referred to as "Vendor") for the St. Louis Board of Police Commissioners (hereinafter referred to as "BOPC") and off-duty employee injuries.

1.1.2 Minimum Experience Qualifications: There are minimum experience qualifications in the RFP (See Section 2.2, Minimum Experience Requirements in Section 2: Scope of Work).

1.1.3 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.

1.2 Background Information:

1.2.1 The BOPC, on behalf of the SLMPD, needs a Vendor to provide experienced physical therapy providers available to treat injured SLMPD employees in a timely manner. The BOPC currently receives these services through the City of St. Louis (hereinafter referred to as "City").

1.2.2 The BOPC's physical therapy services for work related injuries are presently provided under a City contract, and the BOPC now seeks to procure these services directly.

1.2.3 The BOPC will benefit by engaging a Vendor because many employees are in positions that are physically demanding and present some risk of injury.

1.2.4 The SLMPD currently has approximately 1,250 employees.

1.3 Statement of Needs:

1.3.1 The engagement will require proper reporting, treating, and making referrals for injuries requiring physical therapy sustained by employees of the SLMPD. The Vendor may also seek reimbursement through the employee's private insurance when injury treatment is not negatively impacted.

1.3.2 The selected Vendor must be capable of providing on site treatment facilities open for walk-in and scheduled appointments.

1.3.3 The Vendor must provide hot/cold packs, linen service, laptop/PC for electronic health records, printer for paperwork and all physical therapy equipment such as muscle stim, ultrasound, plinth/treatment tables, weight equipment, exercise bike, treadmill etc. The SLMPD will provide internet access.

1.3.4 The selected Vendor should provide return to duty clearance for employees who have been treated by the selected Vendor.

1.3.5 The provision of medical services for work-related injuries, not including physical therapy, are being obtained via a separate Request for Proposals.

1.4 Current Contract Information:

1.4.1 These services are currently provided through a City contract with BJC Corporate Health Services.

1.5 RFP Questions:

1.5.1 Buyer is Single Point of Contact for Solicitation: 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 indicated on the first page of this RFP. It is preferred that questions be emailed to the buyer.

a.Except as noted herein, Vendors and their agents are instructed not to contact any other BOPC or SLMPD employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.

1.5.2 Vendor is Responsible for Asking Questions About the RFP: It is the Vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Purchasing Agent if the Vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the Vendor's ability to submit a proposal.

1.5.3 Vendor Question Deadline: 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 amendment to the RFP, of any relevant or pertinent information related to the procurement. All questions and issues should be submitted no later than ten (10) calendar days prior to the proposal end date and time of the proposals. If not received prior to ten (10) calendar days before the proposal end date and time, the Purchasing Agent may not be able to fully research and consider the respective questions or issues.

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

1.5.5 RFP is BOPC's Only Official Position: The only official position of the BOPC shall be that which is contained in the RFP and any amendments thereto.

1.6 Amendments:

1.6.1 If the Purchasing Agent determines that changes to the RFP are necessary, the resulting changes will be included in a subsequently issued RFP amendment(s) prior to the proposal end date and time.

1.7 Pre-Proposal Teleconference: Intentionally Omitted.

1.8 Glossary of Terms and Acronyms:

1.8.1 Whenever the following terms and acronyms appear in the RFP document or any amendment thereto, the definitions or meanings described below shall apply.

1.8.2 General Glossary, Acronyms, and Abbreviations:

a.Amendment means a written, official modification to a solicitation or contract.
b.Attachment applies to all documents which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.

c.BOPC means the St. Louis Board of Police Commissioners, which is the governing body of the permanent police force for the City, the St. Louis Metropolitan Police Department.
d.Buyer means the BOPC's Purchasing Agent.
e.Code of State Regulation (CSR) contains the current administrative rules of executive agencies of Missouri government.
f.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.
g.Contractor means a supplier, offeror, person, or organization who is a successful Vendor as a result of an RFP and who enters into a contract.
h.Exhibit applies to forms which are included with an RFP for the Vendor to complete and submit with their proposal prior to the specified end date and time.
i.May means that a certain feature, component, or action is permissible, but not required.
j.Must means that a certain feature, component, or action is a mandatory condition.
k.Party refers to either the BOPC, SLMPD or the contractor as an entity that may enter into a contract pursuant to the terms herein.
l.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 proposal prior to the specified proposal end date and time.
m.Proposal End Date and Time and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
n.Purchase Order means the authorized document issued by the BOPC to the contractor indicating descriptions, quantities, and agreed prices for products and/or services.
o.Purchasing Agent means that employee of the BOPC designated for implementation, execution, and compliance of the BOPC's procurement policy and procedures, including competitive bidding. The Purchasing Agent is also the "Buyer."
p.Reasonable, Necessary or Proper as used herein shall be interpreted solely by the BOPC.
q.Request for Proposal (RFP) means the solicitation document issued by the Purchasing Agent to potential Vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes the following sections: Introduction and Background Information; Scope of Work; Terms and Conditions ("terms and conditions" and "Terms and Conditions" are used interchangeably throughout the RFP); General Contractual Requirements; and Vendor Submission, Evaluation, and Award Information; and the RFP Vendor Response Exhibits, Attachments, and Amendments of the RFP.
r.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.
s.Shall has the same meaning as the word must.
t.Should means that a certain feature, component and/or action is desirable but not mandatory.
u.SLMPD means the permanent police force for the City under the control of the BOPC.
v.State collectively referring to the state of Missouri and/or the agencies thereof.
w.Supplier has the same meaning as the word Vendor.
x.Vendor means the supplier, offeror, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.

1.8.3 Technical Glossary: Intentionally Omitted.

1.8.4 Technical Acronyms and Abbreviations: Intentionally Omitted.

******END OF INTRODUCTION AND BACKGROUND INFORMATION SECTION******

2. SCOPE OF WORK SECTION

2.1 General Requirements:

2.1.1 Provide physical therapy services for injuries as a part of the SLMPD's self-funded Workers' Compensation Program and operational readiness initiatives.

2.1.2 Provide experienced on-site physical therapy providers available to provide injury identification, treatment, and recovery for SLMPD employees.

2.1.3 The Vendor must be able to provide orthopedic injury identification, treatment, and recovery. Vendor shall work with the SLMPD's worker's compensation medical services provider on necessary treatments within five calendar-days of each request to include MRI's, surgery, or consultation.

2.1.4 The Vendor must provide full-time personnel to staff a location used for SLMPD physical therapy, providing all of the necessary equipment to operate a fully functional physical therapy treatment facility.

2.1.5 The Vendor must be operational from at least 8 a.m. to 5 p.m., Monday through Friday. The Vendor must be able to accept walk-ins and provide immediate treatment and referrals to any injuries sustained during a shift.

2.1.6 The SLMPD will provide a physical site to house the equipment, staff, and treatment area. The Vendor is encouraged to submit cost-saving solutions for purchasing, maintaining, and management of these systems.

2.1.7 The Vendor must provide all materials and equipment necessary to perform installation and maintenance of services. All components and installation techniques should be current technology, best practices, and comply with all governing laws and statutes.

2.1.8 The Vendor shall provide physical therapy services focused on musculoskeletal injuries and provide solutions for a quick, safe return to duty.

2.1.9 The Vendor may provide nutritional plans and related guidance to SLMPD employees.

2.1.10 The Vendor must evaluate employees for fitness to return to duty and report those findings.

2.1.11 The Vendor shall provide the following management of reports:

a. Administration of an electronic medical records (EMR) system;
b. Communication with designated SLMPD personnel, as well as the SLMPD's worker's compensation administrator, CCMSI, on desired report content; and
c. Evaluation of trends in injuries and rehabilitation.

2.1.12 The Vendor shall provide the following services in addition to the other required services:

a. Same-day treatment as hours and time allow;
b. Multiple rehabilitation sessions offered per week per employee;

c. Provide care on a one-to-one basis;
d. Monthly reporting summaries provided to the department;
e. Unrestricted access to recovery equipment;
f. Establish and maintain a motivational, inclusive atmosphere;
g. Coordinate with the department on light duty assignments; and
h. State of the art Durable Medical Equipment and consumable supplies for chronic and acute patients along with extensive product training for the patient. Durable Medical Equipment will be dispensed only after a prescription from a treating physician.
i. Upon selection, Vendor will continue outreach to all SLMPD employees. Vendor will coordinate its efforts with the SLMPD administration.

2.1.13 Vendor shall provide status reports to designated SLMPD personnel within twenty-four (24) business hours. Additionally, the Vendor shall:

a. Provide office notes within seventy-two (72) business hours;
b. Openly communicate and collaborate with the employee, designated SLMPD personnel, CCMSI, physicians and other relevant parties to get the employee healthy; and,
c. Provide duty status to designated SLMPD personnel.

2.1.14 Vendor shall educate the SLMPD's employees regarding the new access and policies and educate SLMPD administration and staff regarding the policies, procedures and resources.

2.1.15 The Vendor shall provide movement assessments that provide SLMPD with an understanding of the way the body moves, knowing risks/limitations of the body and taking steps to proactively reduce those limitations and the chance of injury aids tactical professionals to better meet the demands of the job and perform their duties.

2.1.16 The Vendor shall provide a full management system capable of linking assessment protocols to answer all the critical performance questions and a seamless integration of movement information with a comprehensive program design to optimize durability, resiliency, and maximize performance of tactical professionals.

2.1.17 The Vendor must provide evidence of improved injury recovery over traditional workers compensation processes.

2.1.18 The Vendor must provide evidence of reduced workers' compensation costs for government entities.

2.1.19 The Vendor must collect and report on the following data types to designated SLMPD personnel and CCMSI:

a. Number of new injuries-on-duty evaluated at the facility;
b. Number of new non- injuries-on-duty evaluated at the facility;
c. Number of treatment sessions conducted;
d. Number of referrals made;
e. Number of new employees seen;
f. Cost of treatment; and
g. Number of surgeries conducted.

2.2 Minimum Experience Requirements:

2.2.1 Vendor must have experience providing physical therapy services for work-related injuries to law enforcement employers of similar size.

2.2.2 Vendor should have experience working with a law enforcement agency.

2.2.3 Vendor's personnel provided shall have a minimum of three years' experience working with collegiate, industrial, or tactical athletes.

2.2.4 Vendor's employees shall have job specific training allowing them to create specialized and personalized treatment plans specific to the physical job demands of tactical professionals.

2.3 Vendor Qualifications:

2.3.1 The Vendor shall understand and agree that the SLMPD reserves the right to request any of the contractor's personnel assigned to provide the services be removed without just cause. The Vendor shall understand and agree that the SLMPD will allow the contractor a reasonable time to find a replacement.

2.3.2 Prior to providing services under the contract, the contractor must ensure personnel (including any third-party personnel) pass standard background checks equal to those required by the SLMPD for employees, and if required by the SLMPD to address an audit, the contractor must attest whether all applicable employees passed background checks performed in accordance with the contractor's standard background check process. The contractor shall be responsible for all costs associated with background checks. The BOPC reserves the right to require the contractor to provide evidence of employees and all sub-contractors and their employees passing a background check. Link to MSHP Criminal Record Check website:

http://www.mshp.dps.missouri.gov/MSHPWeb/PatrolDivisions/CRID/crimRecChk.html. The standard background check shall be a nationwide fingerprint check through Missouri State Highway Patrol completed every 24 months.

2.3.3 Contact Person: The Vendor shall designate a contact person who shall serve as the Vendor's contact and shall be the liaison between the Vendor and the SLMPD no later than five (5) business days after authorization to proceed.

2.4 Proposal Deliverables: Intentionally omitted.

2.5 Implementation and Training Requirements: Intentionally omitted.

2.6 SLMPD's Obligations:

2.6.1 The SLMPD team will be available working days M-F from 8 a.m. to 5 p.m. Central Time by phone or email.

2.7 Invoicing and Payment Requirements:

2.7.1 Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the SLMPD contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

a.All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

b.The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail.

c.The contractor shall invoice the BOPC on the contractor's original descriptive business invoice form and submit the invoice to the address on the front page of this document.

d.The contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the contractor's RFP submittals.

e.The contractor shall not invoice federal or state taxes unless required under law or regulation.

2.7.2 Payment:

a.Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

b.The BOPC may make advance deposits/payment for subscription and software maintenance (upgrades/new releases/technical support-type agreements) payments only.

c.The SLMPD does not pay state or federal taxes unless otherwise required under law or regulation.

d.The SLMPD 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 SLMPD's rejection and shall be returned at the contractor's expense.

2.7.3 Inspection and Acceptance Specifications: For purposes of acceptance, no equipment, supplies, and/or services received by the SLMPD pursuant to a contract shall be deemed accepted until the SLMPD has had reasonable opportunity to inspect said equipment, supplies, and/or services.

a.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 by the SLMPD. 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.

b.The SLMPD 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.

c.The SLMPD's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the SLMPD may have.

2.7.4 Other than the payments specified in the contract, no other payments shall be made to the contractor.

******END OF SCOPE OF WORK SECTION******

3. TERMS AND CONDITIONS SECTION

3.1 Applicable Laws and Regulations:

3.1.1 The contract shall be construed according to the laws of the State of Missouri. The Vendor and the BOPC must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. 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 SLMPD.

3.2 Non-Discrimination and Affirmative Action:

3.2.1 The contractor must comply with applicable federal and state laws and regulations addressing discrimination in employment.

3.3 Americans with Disabilities Act:

3.3.1 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), ADA is 42 U.S.C. section 1201, et seq.

3.4 Anti-Discrimination Against Israel Act Contractor Requirements:

3.4.1 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

3.4.2 If during the life of the contract, the contractor's business status changes according to section 34.600, RSMo, then the contractor shall comply with, complete, and submit to the Purchasing Agent an updated Exhibit L, Anti-Discrimination Against Israel Act Certification.

3.5 Authorized Personnel/E-Verify:

3.5.1 For work performed under the contract, the Vendor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws, including section 285.530, RSMo and Executive Order 07-13. If the Vendor employs personnel not authorized to work in the United States, the BOPC shall have the right to cancel the contract immediately without penalty or recourse, and to pursue any other remedies permitted by the contract or by applicable state or federal law.

3.5.2 Prior to the performance of any services, a Vendor meeting the definition of a business entity in section 285.525, RSMo, shall maintain enrollment and participation in the E-Verify Federal work authorization program with respect to the employees hired after enrollment in the program for work in connection with the contracted services included herein. If the Vendor'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 Vendor shall enroll and participate in the E-Verify program.

3.5.3 The Vendor shall only be required to provide the affidavits required in section 285.530.2, RSMo, to the SLMPD on an annual basis.

3.5.4 The Vendor shall ensure that its subcontractors comply with section 285.530, RSMo.

3.6 Business Registration:

3.6.1 The Vendor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. The Vendor 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. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

3.7 Data Breach:

3.7.1 If a data breach impacting the SLMPD's data requires the SLMPD to comply with section 407.1500, RSMo, the Vendor shall assist the SLMPD by providing to the SLMPD any requested information held by the Vendor concerning the breach and the SLMPD's data stored in the software and services being provided as a result of the contract.

3.8 Elected or Appointed Officials and Employees:

3.8.1 Elected or appointed officials or employees of the BOPC or SLMPD, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

3.9 Indemnification:

3.9.1 Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, the SLMPD shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

3.10 Legal Proceedings:

3.10.1 For any legal action or other proceedings, the BOPC's general counsel is given the authority to represent the SLMPD's interests. The venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in circuit court for the City of St. Louis, Missouri or the United States District Court for the Eastern District of Missouri.

3.10.2 The Vendor and the SLMPD agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.

3.10.3 The SLMPD does not agree to any arbitration. The SLMPD does not voluntarily agree to the payment of attorneys' fees. The SLMPD may, but is not required to, mediate any dispute arising under the contract, and any Vendor provisions requiring mediation or dispute resolution processes shall not be binding upon the SLMPD.

3.11 Negotiations:

3.11.1 The SLMPD does not negotiate contracts after award. Any competitive negotiation, if conducted by the SLMPD, must have occurred prior to contract award and as stated in this RFP.

3.12 Invoicing and Payment:

3.12.1 Invoicing and payments must follow the invoicing and payment provisions set forth above. All payments shall be made in arrears.

3.13 Non-Appropriation of Funds:

3.13.1 The Vendor understands and agrees that funds required to fund the contract must be appropriated by the BOPC for each fiscal year included within the contract period. The contract shall not be binding upon the SLMPD for any period in which funds have not been appropriated, have been withheld, or have been restricted, and the SLMPD shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend.

3.13.2 To the extent that federal funding is used for the contract, the contract shall not be binding upon the SLMPD for any period in which such funding is reduced, terminated, withheld, restricted, or is frozen or paused.

3.14 Work Outside the United States:

3.14.1 Unless work outside the United States is prohibited by the RFP, any work performed outside of the United States for the contract must comply with Executive Order 04-09.

3.15 Open Records:

3.15.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review. 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.

3.16 Protests:

3.16.1 Any proposal award protest must be received within ten (10) BOPC business days after the date of award in accordance with the requirements of 1 CSR 40-1.050.

3.17 Record Access:

3.17.1 The Vendor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.

3.18 State Preferences:

3.18.1 If the Vendor's awarded proposal included state preferences, the Vendor must comply with the rules applicable to those preferences including:

a. Section 37.020 RSMo and 1 CSR 40-1.050 for Minority Business Enterprises and Women's Business Enterprises;
b. Section 34.070 and section 34.073 RSMo for Missouri business preferences;
c. Section 34.074 RSMo and 1 CSR 40-1.050 for Service Disabled Veteran Enterprises; and
d. Section 34.165 RSMo and 1 CSR 40-1.050 for Organizations for the Blind/Sheltered Workshops.

3.19 **Taxes:** The Vendor 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. No contract shall be awarded to a Vendor that does not meet the conditions of section 34.040.7, RSMo.

*******END OF TERMS AND CONDITIONS SECTION*******

4. GENERAL CONTRACTUAL REQUIREMENTS SECTION

4.1 Contract Definition:

4.1.1 A binding contract shall consist of the following documents:

a.the most current version of the RFP (including all Exhibits and Attachments included in the RFP) as amended by: RFP amendment(s) issued prior to bid closing, Best and Final Offer (BAFO) requests, and contract amendment(s));
b.the most current version of the Vendor's proposal, including the Vendor's BAFO responses, SLMPD-requested clarification responses, and contract amendment responses, and the Vendor's documentation, including, but not limited to, the cloud service providers' cloud services end user terms; and
c.the Purchasing Agent's acceptance of the proposal by "notice of award."

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

4.1.3 The Vendor's response, whether responding to a mandatory requirement or a desired attribute, will be binding upon the Vendor in the event the Vendor's response is accepted by the BOPC and a contract is awarded.

4.1.4 If there is a conflict between the binding contract documents, the provisions of the RFP, as described in paragraph 4.1.1 a. of the RFP Document, will govern; otherwise, the Vendor's proposal and Vendor's documentation will govern.

4.1.5 The Vendor shall agree to furnish all awarded services specified in the contract, at the prices quoted therein.

4.1.6 A notice of award issued by the SLMPD does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing services for the SLMPD, the Vendor must receive a properly authorized purchase order or other form of written authorization to proceed from the SLMPD, such as an order form (in addition to the Purchasing Agent's "notice of award").

4.1.7 The SLMPD may sign or "click-through" and accept agreements if required by the Vendor in order to receive services; however, all provisions of such agreements that conflict with the contract shall have no force or effect.

4.2 Contract Amendment:

4.2.1 All changes to the contract must be accomplished by a formal contract amendment executed by both the Vendor and the SLMPD prior to the effective date of such change. No other means shall be used or construed as an amendment or modification to the contract.

4.3 Contract Period:

4.3.1 The original contract period shall be as specified on the cover page and the subsequent Notice of Award of the RFP.

4.3.2 Renewal Option(s): The BOPC shall have the right, at its sole option, to renew the contract for three (3) additional one-year period(s), or any portion thereof. In the event the BOPC exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

4.4 Contract Pricing:

4.4.1 All prices shall be firm, fixed, and as indicated in the Exhibit C, Pricing Pages. The SLMPD shall not pay nor be liable for any other additional costs, including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, liquidated damages, attorney fees, etc.

4.4.2 Renewal Pricing: If the option for renewal is exercised by the BOPC, the Vendor shall agree that the percentages for the renewal period shall not exceed the percentages for the applicable renewal period stated on the Exhibit C, Pricing Pages.

a.If renewal percentages are not provided with the accepted proposal, then prices during the renewal period shall be the same as the original contract period pricing.

b.In addition, the Vendor shall understand and agree that any renewal period increases specified in the contract are not automatic. At the time of contract renewal, if the BOPC 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 Vendor, the contract may be terminated, and a new procurement process may be conducted. The Vendor shall also understand and agree the BOPC may determine funding limitations necessitate a decrease in the Vendor's pricing for the renewal period(s). If such action is necessary and the Vendor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

4.4.3 Pricing Commitment: The Vendor shall understand and agree the firm, fixed pricing stated in the Exhibit C, Pricing Pages shall not be increased unless the BOPC requests a corresponding increase in the scope of work under the contract, which shall only be allowable through a formal contract amendment mutually agreed to between the BOPC and the Vendor. In other words, if the Vendor underestimates the level of effort in terms of any resources, the Vendor may not charge the BOPC more than the firm, fixed pricing stated in the Exhibit C, Pricing Pages. If the BOPC later amends the contract to increase the scope of work, then the cost related to the additional scope of work may be reflected as agreed upon by the BOPC and the Vendor. If the scope of work does not increase, the Vendor shall complete all work agreed upon in the contract at the firm, fixed pricing stated in the Exhibit C, Pricing Pages.

4.5 Termination for Convenience:

4.5.1 The BOPC reserves the right to terminate the contract at any time, for the convenience of BOPC, without penalty or recourse, by giving written notice to the Vendor at least thirty (30) calendar days prior to the effective date of such termination. The Vendor shall be entitled to receive compensation for services

and supplies delivered to and accepted by the BOPC pursuant to the contract prior to the effective date of termination.

4.5.2 The Vendor understands and agrees that funds required to fund the contract must be appropriated by the BOPC for each fiscal year included within the contract period. The contract shall not be binding upon the BOPC for any period in which funds have not been appropriated, and the BOPC shall not be liable for any costs associated with termination caused by lack of appropriations.

4.6 Cancellation for Breach of Contract:

4.6.1 When either party materially breaches their contractual obligations, the aggrieved party must, in writing, notify and explain details of the breach of contract to the other party and must request the actual cure or the plan to cure the breach of contract. The cure or the plan to cure must be completed or submitted within 30 calendar days from notification. After receiving the cure or the plan to cure, the aggrieved party must either provide written approval or must request, in writing, revisions to the cure plan to the other party. The Vendor shall continue to provide the required services, and the SLMPD shall continue to pay for the services during the right to cure period.

4.6.2 If a party fails to cure the breach, the aggrieved party may pursue contract termination or cancellation.

4.6.3 If the aggrieved party cancels the contract for breach, the aggrieved party shall be entitled to any legal remedies permitted under applicable law, subject to any specific limitation of liability in the contract.

4.7 Contract Assignment:

4.7.1 Any contract assignment, except as noted below, shall require prior written consent by the BOPC, which shall not be unreasonably withheld. However, the Vendor may assign the contract without the BOPC's prior consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, contingent upon the assignee agreeing to be bound by all of the terms of the contract with the BOPC and all past due fees are paid in full. The Vendor must notify the Purchasing Agent of all contract assignments, which shall be addressed in a contract amendment. Any other means of assignment shall be void and of no effect. Subject to the foregoing, the contract shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

4.8 Vendor Liability:

4.8.1 The Vendor shall be responsible for any and all personal injury (including death) or property damage as a result of the Vendor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the Vendor assumes the obligation to save the SLMPD and BOPC, including their officers, appointed officials, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

a. The Vendor also agrees to hold the SLMPD and BOPC, including their officers, appointed officials, 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 Vendor under the terms of the contract.

b.The Vendor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the SLMPD and BOPC, including their officers, appointed officials, employees, or assignees.

c.Under no circumstances shall the Vendor be liable for any of the following: (1) third party claims against the SLMPD for losses or damages (other than those listed above); (2) loss of, or damage to, the SLMPD's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the Vendor is informed of their possibility.

4.9 Insurance:

4.9.1 The Vendor shall understand and agree that neither the BOPC nor SLMPD can save and hold harmless and/or indemnify the Vendor or employees against any liability incurred or arising as a result of any activity of the Vendor or any activity of the Vendor's employees related to the Vendor's performance under the contract. Therefore, the Vendor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the BOPC, SLMPD, its officers, appointed officials, employees, assignees, 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 SLMPD 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 BOPC and SLMPD are protected as an additional insured. In the event any insurance coverage is cancelled, the SLMPD must be notified at least thirty (30) calendar days prior to such cancellation.

4.9.2 All insurance obtained on behalf of the SLMPD and/or BOPC shall contain language that such insurance coverage shall not be deemed a waiver of the BOPC and/or SLMPD's sovereign immunity.

4.9.3 For purposes of this RFP, insurance in the amounts set forth below shall be deemed sufficient to protect the SLMPD:

a.General Liability: Commercial General Liability (Occurrence)

1)Each Occurrence:	$1,500,000.00
2)General Aggregate	$3,000,000.00
3)Any one person in a single accident or occurrence	$517,306.00*

* This amount shall increase at the start of each calendar year to the amount set forth in the Missouri Register to reflect the sovereign immunity limit for Missouri public entities, as calculated by the Director of the Department of Commerce and Insurance.

b.Automobile Liability (Any Auto)

1)Combined Single Limit	$1,500,000.00
2)Any one person in a single accident or occurrence.	$517,306.00*

* This amount shall increase at the start of each calendar year to the amount set forth in the Missouri Register to reflect the sovereign immunity limit for Missouri public

entities, as calculated by the Director of the Department of Commerce and Insurance.

c.Excess/Umbrella $1,000,000.00

d.Workers' Compensation Statutory

* Worker's Compensation and Employers Liability in full compliance with statutory requirements of Federal and State of Missouri law in the amount of $500,000 for E.L. each accident, E.L. Disease – ea employee, and E.L. Disease – policy limit

e.Professional Liability

1)Each Claim $1,000,000.00

2)Aggregate $2,000,000.00

4.10 Single Point of Contact and Responsibility:

4.10.1 The Vendor shall be the single point of contact and shall be responsible for the contract regardless of any subcontract arrangements.

4.11 Vendor Status:

4.11.1 The Vendor shall be considered an independent Vendor and shall not represent itself, its employees, or its subcontractors to be employees of the SLMPD. The Vendor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

4.12 Subcontractors:

4.12.1 The Vendor shall assume and be solely responsible for fulfillment of all contractual obligations and all legal and financial responsibilities related to the execution of a subcontract.

4.12.2 The Vendor shall understand and agree that utilization of a subcontractor to provide any of the services in the contract shall not relieve the Vendor of the responsibility for providing the services specified herein. The Vendor shall coordinate activities with the Vendor's subcontractors. The SLMPD will coordinate activities between the Vendor and third party Vendors provided by the SLMPD.

4.12.3 Except in cases where the SLMPD's actions are the cause of a subcontractor claim, the Vendor must ensure that the SLMPD is indemnified and held harmless from all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters to the same extent the Vendor indemnifies the SLMPD as described in the contract between the SLMPD and the Vendor.

4.12.4 The Vendor must notify the SLMPD upon establishing any new subcontracting arrangements related to the products and/or services provided to the SLMPD as a result of the contract.

4.12.5 Pursuant to subsection 1 of section 285.530, RSMo, no Vendor 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 Vendor or subcontractor of any tier shall not be liable when such Vendor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Vendor and subcontractor affirmatively states that:

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

b. The Vendor 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.

4.13 Participation by Other Organizations:

4.13.1 The Vendor 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 Vendor's awarded proposal. The Vendor must meet their participation commitment identified in their awarded proposal, regardless of the products and/or services purchased by the SLMPD from the contract.

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

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

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

2) If the Vendor cannot obtain a replacement entity, the Vendor must submit documentation to the Purchasing Agent detailing all efforts made to secure a replacement. The Purchasing Agent shall have sole discretion in determining if the actions taken by the Vendor constitute a good faith effort to secure

the required participation and whether the contract will be amended to change the Vendor's participation commitment.

d.No later than 30 calendar days after the first year of the contract, the Vendor must submit an affidavit to the Purchasing Agent. 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 Vendor payments made to the Organizations for the Blind/Sheltered Workshops.

4.14 Substitution of Personnel:

4.14.1 The Vendor agrees and understands that the SLMPD'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 Vendor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the SLMPD. The Vendor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the SLMPD's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The SLMPD agrees that an approval of a substitution will not be unreasonably withheld.

4.15 Coordination:

4.15.1 The Vendor shall fully coordinate all contract activities with those activities of the SLMPD. As the work of the Vendor progresses, advice and information on matters covered by the contract shall be made available by the Vendor to the SLMPD or the Purchasing Agent throughout the effective period of the contract.

4.16 Property of SLMPD:

4.16.1 All documents, data, reports, supplies, and accomplishments prepared, furnished, or completed by the Vendor pursuant to the terms of the contract shall become the property of the SLMPD. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the SLMPD. For the sake of clarity, Vendor shall retain possession of any equipment that Vendor provides following the end of the contract, excluding Durable Medical Equipment.

4.16.2 The Vendor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the Vendor or released to the public without the prior written consent of the SLMPD.

4.17 Inventions, Patents, and Copyrights:

4.18 If any copyrighted material is developed as a result of the contract, the SLMPD shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for BOPC purposes or the purpose of the SLMPD.

4.19 Confidentiality and Security Documents:

4.19.1 Neither party shall disclose or use any confidential information of the other party, except as reasonably necessary to perform its obligations or to exercise its rights pursuant to the contract or with the other party's prior written permission.

4.19.2 If required by the SLMPD, the Vendor must sign specific documents regarding confidentiality, security, or other similar documents that align with the confidentiality and security terms in the contract upon request, concerning the services provided for in the contract, and are consistent with the terms of the contract. The Vendor shall have the opportunity to review, discuss, and approve the documents the Vendor must sign prior to signature. The Vendor shall ensure that its personnel, its subcontractors, and its subcontractors' personnel adhere to the confidentiality and security required by the contract. Failure of the Vendor to sign such documents absent a good faith basis may be considered a breach of contract and subject to the cancellation provisions of this document.

4.20 Actions, Suits, or Proceedings:

4.20.1 The Vendor must notify the SLMPD immediately if the Vendor becomes aware of any action, suit, or proceeding, pending or threatened that will have a material adverse effect on Vendor's ability to fulfill the obligations under the contract.

4.20.2 Upon filing for any bankruptcy or insolvency proceeding by or against the Vendor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Vendor must notify the Purchasing Agent immediately.

4.21 Material Delay by SLMPD:

4.21.1 If the Vendor believes that actions or inactions of the SLMPD may lead to a material delay for any scheduled deadline, or cause the Vendor to incur additional costs, the Vendor shall promptly notify the SLMPD's designee within forty-eight (48) hours from the time of SLMPD's sole action or inaction so that corrective actions can be taken before any material delay or cost occurs. If, after receiving the prompt notice, a material delay of a scheduled deadline occurs due to the SLMPD's sole action or inaction, an adjustment to the deadline and corrective actions shall be mutually agreed upon by both parties, with a goal of no additional costs to the SLMPD. However, if the Vendor fails to notify the SLMPD's designee within forty-eight (48) hours of the sole actions or inactions of the SLMPD that leads to a delay of a scheduled deadline or to additional costs, the deadline shall be adjusted by mutual agreement of the parties at no additional costs.

4.22 Warranties and Representations:

4.22.1 The Vendor expressly warrants that all equipment, supplies, and/or services provided shall:

a.conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Purchasing Agent,
b.be fit and sufficient for the purpose expressed in the RFP,
c.for any goods provided, be merchantable,
d.be of good materials and workmanship, and

e.be reasonably free from defect.

4.22.2 Such warranty shall survive delivery and shall not be deemed waived either by reason of the SLMPD's acceptance of or payment for said equipment, supplies, and/or services.

4.23 Conflict of Interest:

4.23.1 The Vendor agrees that during the term of the contract neither the Vendor nor any of its employees or subcontractors shall acquire any other contractual relationships which create any actual or perceived conflict of interest.

4.24 Remedies and Rights:

4.24.1 No provision in the contract shall be construed, expressly or implied, as a waiver by the SLMPD of any existing or future contractual right and/or contractual remedy available by law in the event of any claim by the SLMPD of the Vendor's default or breach of contract.

4.24.2 The Vendor understands and agrees that the contract shall constitute an assignment by the Vendor to the SLMPD of all rights, title and interest in and to all causes of action that the Vendor 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 Vendor in the fulfillment of the contract with the SLMPD.

4.24.3 The Vendor understands and agrees that the SLMPD reserves the right to consider the Vendor's failure to perform requirements and commitments specified in the contract in future procurement evaluations.

4.25 Communications and Notices:

4.25.1 Any notice to the Vendor 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.

4.26 Survivability of Terms:

4.26.1 The contractual provisions as to definitions, indemnity, warranties, confidentiality, ownership, transition, data, security, examination and auditing, third party use, licenses, liability, insurance, governing law, venue, remedy, and assignment shall survive any payment for goods and services, expiration, termination or cancellation of the contract, and shall continue in full force and effect.

******END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION******

5. VENDOR SUBMISSION, EVALUATION, AND AWARD INFORMATION SECTION

5.1 Proposal Submission Overview:

5.1.1 Vendors must examine the entire RFP carefully. Failure to do so shall be at the Vendor's risk.

5.1.2 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. It is preferred that questions be emailed to the buyer.

5.1.3 It is the Vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Purchasing Agent if the Vendor believes that any RFP provisions are: (1) ambiguous, (2) contradictory or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the Vendor's ability to submit a proposal. Likewise, if the RFP lacks needed clarity and will otherwise necessitate the inclusion of Vendor assumptions, Vendor should request an amendment to the RFP prior to the end date and time to identify needed information.

5.1.4 All responses 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.

5.1.5 By submitting a proposal, the Vendor agrees to furnish the equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.

5.1.6 Proposals, including all prices therein, shall remain valid for 90 calendar days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted and awarded, the entire proposal, including all prices, and BAFO submission, if applicable, shall be firm for the specified contract period.

5.1.7 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.

5.1.8 The Purchasing Agent reserves the right to officially amend or cancel an RFP after issuance.

5.2 Preparation of Proposals:

5.2.1 Business Compliance Pre-Work: Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits explained in the evaluation process section herein, Vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a proposal.

5.2.2 RFP Vendor Response Exhibits: The Vendor must submit properly completed RFP Vendor Response Exhibits as their proposal. If the Vendor submits any additional materials, the Vendor is instructed to identify to which Exhibit an/or RFP provision the material corresponds. Each exhibit includes instructions outlining the information to be provided in response to the exhibit.

a.Exhibit A, Proposal Signature Page should be completed and placed at the beginning of the proposal to declare 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 any RFP amendments. The remaining exhibits should be placed in sequential order after the Exhibit A, Proposal Signature Page.

b.Vendors do not need to return the RFP Sections or RFP Attachments contained herein with their proposal.

5.2.2 Proposal Preparation Costs: Any and all costs incurred by the Vendor in preparing or submitting a proposal shall be the Vendor's sole responsibility whether or not any award results from this RFP. The SLMPD shall not reimburse such costs.

5.2.3 Proposal Page Numbering: The proposal should be page numbered.

5.2.4 Proposal Font: The proposal should be easily readable and legible fonts, 12 point or above, should be used. For graphics or illustrations within the proposal, the font size may be smaller than 12 point.

5.2.5 Embedded Files, Hyperlinks, and Video Clips: The Vendor should not include embedded files, hyperlinks, or video clips within their response to the RFP. In the event the Vendor provides embedded files, hyperlinks, or video clips, the Vendor shall understand the SLMPD is not obligated to consider such information in the evaluation of the Vendor’s response.

5.2.6 Completeness of Proposal: It is the Vendor's sole responsibility to submit complete and clear information in their proposal in response to the RFP Vendor Response Exhibits. The SLMPD 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 and to explaining the Vendor's proposed solution should be excluded from the Vendor's response.

5.3 Compliance with Requirements, Terms and Conditions:

5.3.1 Non-compliant proposals shall be ineligible for award. Awards are to be made to the bidder/offeror whose bid/proposal complies with all mandatory specifications and requirements of the bid/proposal. Therefore, taking exception to mandatory provisions of the RFP shall place the Vendor at risk for being non-responsive and ineligible for award.

5.3.2 Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.

5.3.3 The Vendor is cautioned when submitting pre-printed terms and conditions or other types of material to ensure such documents do not contain terms and conditions that conflict with those of the RFP and its contractual requirements.

5.3.4 If the Vendor's response includes any exceptions to the mandatory provisions of the RFP, the Vendor must (1) identify the specific RFP paragraph number to which the exception applies along with a description of why the Vendor is taking exception to the provision; and (2) any proposed alternative language the Vendor would like the SLMPD to consider to replace the provision. However, the Vendor must understand and agree:

a.Exceptions to mandatory provisions of the RFP or assumptions that create a competitive advantage for the Vendor or that impose additional obligations on the SLMPD place the Vendor at risk for being non-responsive and ineligible for award. The SLMPD is not obligated to revise the RFP to make provision for the identified exception(s) or assumption(s).

b.Section 1 of the RFP provides required instructions for addressing RFP questions and requesting changes or clarifications to the RFP prior to the proposal end date, revisions to the RFP after the proposal end date and time can only be made through the competitive negotiation process described herein. However, the SLMPD shall not be obligated to conduct competitive negotiations.

5.3.5 The mandatory requirements of the RFP must govern and take precedence over any other provisions. If the Vendor's response, a licensing agreement, or an order of precedence allow the Vendor's response or documentation to eliminate or change a mandatory requirement of the RFP, then the Vendor is not agreeing to the mandatory requirements found in the RFP, would not be responsive, and therefore no valid contract can be made.

5.3.6 In the event that the Vendor is an agency of state, local, or federal government or 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 the Purchasing Agent or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by the Purchasing Agent. If the Purchasing Agent 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.

5.3.7 In the event all Vendors fail to meet the same mandatory requirement in an RFP, the Purchasing Agent reserves the right, at its sole discretion, to waive that requirement for all Vendors and to proceed with the evaluation. In addition, the Purchasing Agent reserves the right to waive any minor irregularity or technicality found in any individual proposal.

5.4 Confidentiality and Proprietary Materials:

5.4.1 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.

5.4.2 Missouri Sunshine Law: The SLMPD is a governmental body under the 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.

5.4.3 Proposal Confidentiality: Regardless of any claim by a Vendor as to material being proprietary 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 SLMPD and withheld from any public request submitted to the SLMPD after award. The Vendor should presume information provided to the Purchasing Agent 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 SLMPD's denial of any confidentiality request shall be limited to withdrawal of their proposal in its entirety. Except for information the SLMPD deems confidential, 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. Therefore, Vendors should NOT include confidential material with their proposal.

5.4.4 Information Not Considered Confidential: In no event will the following be considered confidential or exempt from the Missouri Sunshine Law; however, this is not meant to be an all-inclusive list:

a. Vendor's entire proposal;
b. Vendor's pricing;
c. Vendor's proposed method of performance, approach, work plan, and technical capabilities including schedule of events and/or deliverables;
d. Vendor's experience information including customer lists or references; and
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).

5.5 Foreign Vendors:

5.5.1 Foreign Vendors who do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must complete the appropriate IRS W-8 form (found on the www.irs.gov website) and must attach this completed and signed form when submitting a proposal.

a. When submitting a proposal, the Vendors who do not have an IRS Employer Identification Number should attach a note to the front page of their proposal advising the Purchasing Agent that a completed and signed W-8 form is included with the proposal.

5.6 Submission of Solicitation Response:

5.6.1 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 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 SLMPD of any obligation to preserve the confidentiality of the documents.

5.6.2 The Vendor is solely responsible for ensuring timely submission of their solicitation response. Failure to allow adequate time prior to the proposal end date and time to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the Vendor and their response at risk of not being accepted on time.

5.6.3 If a registered Vendor submits multiple responses and if such responses are not identical, the Vendor should explain which response is valid or if both responses are valid as alternative responses. In the absence of an explanation, the SLMPD shall consider the response which serves its best interest to be valid.

5.6.4 To withdraw a proposal, please email to the Purchasing Agent indicated on the first page of this RFP prior to the proposal due date indicated on the first page of this RFP.

5.6.5 A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the Vendor to the Purchasing Agent. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the Vendor.

5.6.6 Vendors who received e-mail notification of the proposal opportunity when the RFP was established and Vendors who have responded to the RFP prior to an amendment being issued should receive e-mail notification of the amendment(s). 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 proposal end date and time specified in the RFP. If the RFP is cancelled after the proposal end date and time specified in the RFP, the buyer of record will send email notification to all Vendors that responded to the RFP informing them of the cancellation of the RFP.

5.7 Proposal Opening:

5.7.1 Proposal openings will occur on the proposal end date, indicated on the first page of this RFP, and the opening time specified on the RFP document. Only the names of the respondents/Vendors will be made available to the public after the proposal opening. The contents of the responses shall not be disclosed at this time.

5.7.2 Late Proposals: Proposals which are not received prior to the official proposal 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 and considered under extraordinary circumstances.

5.8 Award Determination:

5.8.1 The contract, if awarded, shall be awarded to the lowest and best proposal.

5.8.2 Award 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 applicable Missouri statutes.

5.8.3 Any award of a contract shall be made by notification from the Purchasing Agent to the successful Vendor. The final determination of contract award(s) shall be made by the BOPC.

5.8.4 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.

5.8.5 After a contract is executed or all proposals are rejected, all proposals are made available for public viewing. Vendors that respond to an RFP will be notified of the award results via e-mail.

5.9 Evaluation Process:

5.9.1 In order to complete the award identified above, the SLMPD will follow the evaluation process identified herein to determine the lowest and best Vendor(s).

5.9.2 Evaluation Committee and Subject Matter Expert(s): The Vendor is advised that an evaluation committee and possibly subject-matter experts will be used to review and assess the proposals for responsiveness to mandatory requirements of the RFP in accordance with the evaluation criteria stated in the RFP.

5.9.3 Compliance Review: Each proposal submitted in response to the RFP will be reviewed for compliance with the mandatory requirements of the RFP. The Vendor shall understand the SLMPD will not award a contract to a Vendor with a non-responsive (non-compliant) proposal.

a.A proposal which contains non-responsiveness issues which could never be expected to be brought into compliance, even if given an opportunity for competitive negotiations, shall be considered unacceptable and eliminated from further consideration in the evaluation.

b.Proposals with non-responsiveness issues which could be corrected during competitive negotiations, if conducted, shall be considered potentially acceptable and remain in the evaluation process until a decision is made in regard to competitive negotiations. Proposals that remain non-responsive at the conclusion of the evaluation process, whether competitive negotiations were or were not conducted, shall be considered non-responsive and therefore ineligible for contract award.

c.In the event only one proposal is received, the SLMPD reserves the right to review the proposal to determine if the Vendor is responsive, responsible, and reliable and is therefore eligible for award in lieu of conducting an assessment of the proposal in accordance with the evaluation criteria identified herein. Such determination shall be based upon information submitted in the proposal.

d.The Purchasing Agent and/or BOPC reserve the right to reject any and all proposals.

e.The Purchasing Agent 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.

5.9.4 Business Compliance Requirements: Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, Vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a proposal. In order to be considered eligible for award of a contract, the Vendor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. Vendor's failure to complete the pre-work necessary for submission of completed business compliance exhibits identified below prior to submission of their proposal may result in a non-compliance determination of their proposal response. In order to verify the Vendor's compliance, the SLMPD will review the Vendor's response to the following Business Compliance Exhibits:

a.Business Compliance Exhibit I, State of Missouri Tax Compliance - In accordance with section 34.040.7 RSMo, the Vendor must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a "Vendor No Tax Due" certificate if the Vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the Vendor is not making retail sales in Missouri.

b.Business Compliance Exhibit J, Registration of Business Name with the Missouri Secretary of State - In accordance with section 351.572, RSMo, the Vendor must obtain a certification of authority be properly registered with the Missouri Secretary of State or identify how the Vendor's business is exempt from registering with the Missouri Secretary of State.

c.Business Compliance Exhibit K, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization - Pursuant to section 285.530, RSMo, if the Vendor meets the section 285.525, RSMo, definition of a "business entity" (https://revisor.mo.gov/main/OneSection.aspx?section=285.530#:%7E:text=285.530.,liability%20of%20contractors%20and%20subcontractors), 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 K, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

d.Business Compliance Exhibit L, Anti-Discrimination Against Israel Act Certification - Pursuant to section 34.600, RSMo, if the Vendor meets the section 34.600, RSMo, definition of a "company" (https://revisor.mo.gov/main/OneSection.aspx?section=34.600) and the Vendor has ten or more employees, the Vendor must certify in writing that the Vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract.

e.Business Compliance Exhibit M, Services Outside the United States - If any services offered under this RFP are being performed at sites outside the United States, the Vendor must disclose such fact and provide details with the proposal.

f.Business Compliance Exhibit N, Employee/Conflict of Interest

g.General Business Compliance - The Vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The Vendor certifies by signing the signature page of this original document and any amendment 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. Likewise, the successful Vendor shall remain in compliance with such laws for the duration of the resulting contract. The Vendor shall provide documentation of compliance upon request by the Purchasing Agent. The compliance to conduct business in the state shall include, but not necessarily be limited to:

1)Taxes (e.g., city/county/state/federal)
2)State and local certifications (e.g., professions/occupations/activities)
3)Licenses and permits (e.g., city/county license, sales permits)
4)Insurance (e.g., worker's compensation/unemployment compensation)

h.Each proposal submitted in response the RFP will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

5.9.5 Competitive Negotiation of Proposals: The Vendor is advised that under the provisions of the Request for Proposal, the Purchasing Agent reserves the right to conduct negotiations of the proposals received throughout the duration of the evaluation process or to award a contract without negotiations.

a.Any competitive negotiations shall be conducted in accordance with any specific terms of this RFP. Negotiations may be conducted with responsible offerors who submit proposals selected by the Purchasing Agent on the basis of reasonable criteria for the purpose of clarifying and assuring full understanding of and responsiveness to the solicitation requirements. Those offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiation and subsequent revision of proposals; however, a request for proposal may set forth the manner for determining which offerors are eligible for negotiation, including, but not limited to, the use of shortlisting. Revisions may be permitted after submission and before award for the purpose of obtaining best and final offers. In conducting negotiations there shall be no disclosure of any information derived from proposals submitted by competing offerors. The SLMPD shall have the right to reject any or all proposals and advertise for new proposals or purchase the required supplies on the open market if they can be so purchased at a better price.

b.The SLMPD shall have the right at its sole option to conduct competitive negotiations. The Vendor shall understand the SLMPD does not guarantee competitive negotiations will be conducted. If negotiations are conducted, the Purchasing Agent may invite the Vendor to provide a Best and Final Offer (BAFO) during the evaluation process. However, the SLMPD does not negotiate contracts after contract award. (See Section 3.11 of the RFP.)

c.Negotiations may be conducted in in writing or by email.

d.If negotiations are conducted, the negotiations shall be conducted at no cost to the SLMPD; therefore, no compensation shall be made to the Vendor regarding participation in the negotiation process.

e.The Vendor's prices, methodology, or other provisions of the Vendor's response 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.

f.The requirements and specifications of the RFP after the proposal end date and time shall remain unchanged, unless the Purchasing Agent determines that a change in such requirements and specifications is in the best interest of the SLMPD through an RFP revision as part of the competitive negotiation process.

g.Proposal revisions may be permitted for the purpose of obtaining best and final offers. The SLMPD may limit the scope of a best and final offer.

h.In conducting negotiations, there shall be no disclosure of any information submitted by competing Vendors.

5.9.6 Clarifications and Corrections: Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer will contact the Vendor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award, if applicable. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

a.Purchasing Agent 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.

5.9.7 Evaluation Criteria: After determining that a proposal satisfies the mandatory requirements stated in the RFP, the evaluator(s) shall use both objective analysis and subjective judgment in conducting an assessment of the proposal in accordance with the evaluation criteria stated below. Each responsive proposal will receive a score for each element of the evaluation criteria, and the table below identifies the maximum point totals available for each evaluation element, the rating available for each evaluation element, and the available score for each rating.

Evaluation Criteria	**Evaluation Element**					**Maximum Points**
COST PROPOSAL						**30 points**
TECHNICAL PROPOSAL						**140 points**
Experience of Organization and Past Performance Evaluation Criteria						**85 points**
	Experience of Organization					25 points
	Distinctive	Superior	Satisfactory	Marginal	Unsatisfactory	

	25	20	15	7	1	
	Past Performance – Case Study #1					20 points
	Distinctive 20	Superior 17	Satisfactory 12	Marginal 6	Unsatisfactory 1	
	Past Performance – Case Study #2					20 points
	Distinctive 20	Superior 17	Satisfactory 12	Marginal 6	Unsatisfactory 1	
	Past Performance – Case Study #3					20 points
	Distinctive 20	Superior 17	Satisfactory 12	Marginal 6	Unsatisfactory 1	
Team Qualifications Evaluation Criteria						**5 points**
	Working Team					5 points
	Distinctive 5	Superior 4	Satisfactory 3	Marginal 2	Unsatisfactory 1	
Methodology, Approach, Work Plan, and Technical Capabilities Evaluation Criteria						**50 points**
	Plan for injury identification, treatment and recovery					15 points
	Distinctive 15	Superior 10	Satisfactory 7	Marginal 3	Unsatisfactory 1	
	Plan for coordination with medical services provider					5 points
	Distinctive 5	Superior 4	Satisfactory 3	Marginal 2	Unsatisfactory 1	
	Data collection and reporting to SLMPD and CCMSI					5 points
	Distinctive 5	Superior 4	Satisfactory 3	Marginal 2	Unsatisfactory 1	
	Plan to provide law enforcement specific solutions					15 points
	Distinctive 10	Superior 8	Satisfactory 6	Marginal 2	Unsatisfactory 1	
	Account Management, Communications & Technology					10 points
	Distinctive 10	Superior 8	Satisfactory 6	Marginal 2	Unsatisfactory 1	
MBE/WBE PARTICIPATION						**10 Points**
TOTAL						**180 points**
BONUS POINT PREFERENCES						
Organization for the Blind and Sheltered Workshop Preference						15 points
Missouri Service-Disabled Veteran Business Enterprise Preference						3 points
Details for each of the evaluation categories, evaluation criteria, and evaluation elements outlined above are further defined in the following sections.						

5.9.8 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. When evaluating a proposal, the SLMPD reserves the right to consider relevant information and fact, whether gained from a proposal, from a Vendor, from Vendor's case studies, or from any other source.

5.9.9 In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo and other applicable Missouri statutes. Vendors should apply the same preferences in selecting subcontractors.

5.10 Cost Proposal Evaluation:

5.10.1 Objective Evaluation of Cost: The cost evaluation shall be based on a total cost determined using the prices stated on the Exhibit C, Pricing Pages for the original contract period and each potential renewal period.

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

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times \text{Maximum Cost Evaluation Points (30)} = \text{Assigned Cost Points}$$

5.10.2 Cost Evaluation Quantities: The Vendor shall understand and agree that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The SLMPD makes no guarantee regarding the accuracy of the quantities stated nor does the SLMPD intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.

5.10.3 Prompt Payment Discount: The Vendor is encouraged to propose price discounts for prompt payment that would benefit the SLMPD. However, since such discounts would be conditional upon the SLMPD being able to meet the payment deadline, such discount shall not be considered in the cost proposal evaluation.

5.10.4 Maximum Potential Financial Liability to the SLMPD: Unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the SLMPD.

5.11 Technical Proposal Evaluation:

5.11.1 Evaluation of Experience of Organization and Past Performance: The evaluation of the Experience of Organization and Past Performance shall be subjectively based on fact. Information provided by the Vendor in response to the Exhibit D, Experience of Organization and Past Performance will be used in the Experience of Organization and Past Performance evaluation.

a.Scoring of Experience of Organization and Past Performance - The Vendor's Experience of Organization and Past Performance will be rated by the SLMPD using the rating system as defined below:

Experience of Organization and Past Performance Rating System	
Rating	**Definition**
Distinctive	Experience of organization and past performance involved essentially the same scope and magnitude of effort and complexities required in this RFP and was recent. Vendor's experience of organization and past performance provided the evaluation committee with high confidence in the Vendor's capability to perform the requirements of the RFP.
Superior	Experience of organization and past performance involved similar scope and magnitude of effort and complexities required in the RFP and was recent. Vendor's experience of organization and past performance provided the evaluation committee with confidence in the Vendor's capability to perform the requirements of the RFP.
Satisfactory	Experience of organization and past performance either involved some of the scope and magnitude of effort and complexities required in the RFP and was relatively recent, or was of similar scope and magnitude of effort and complexities required in the RFP, but was not recent. Vendor's experience of organization and past performance provided the evaluation committee with adequate confidence in the Vendor's capability to perform the requirements of the RFP.
Marginal	Experience of organization and past performance did not involve similar scope and magnitude of effort or complexity required in the RFP. Vendor's experience of organization and past performance provided the evaluation committee with limited confidence in the Vendor's capability to perform the requirements of the RFP.
Unsatisfactory	Experience of organization and past performance was not relevant to the requirements in the RFP. Vendor's experience of organization and past performance provided the evaluation committee with little or no confidence in the Vendor's capability to perform the requirements of the RFP.

1)The rating for the specific elements of the Experience of Organization and Past Performance will have the point values as shown in the table in paragraph 5.9.7 above.

5.11.2 Evaluation of Team Qualifications: The evaluation of the Team Qualifications shall be subjectively based on fact. Information provided by the Vendor in response to the Exhibit E, Team Qualifications will be used in the Team Qualifications evaluation.

a.Scoring of Team Qualifications - The Vendor's Team Qualifications will be rated by the SLMPD using the rating system as defined below:

Team Qualifications Rating System	
Rating	**Definition**
Distinctive	Team qualifications include experience and demonstrated expertise involving essentially the same scope and magnitude of effort and complexities required in the RFP. Team qualifications provided the evaluation committee with high confidence in the team's capability to perform the requirements of the RFP.
Superior	Team qualifications include experience and demonstrated expertise involving similar scope and magnitude of effort and complexities required in the RFP with no measurable weaknesses. Team qualifications provided the evaluation committee with confidence in the team's capability to perform the requirements of the RFP.

Team Qualifications Rating System	
Rating	**Definition**
Satisfactory	Team qualifications include experience and demonstrated expertise involving some of the scope and magnitude of effort and complexities required in the RFP with no significant weaknesses. Team qualifications provided the evaluation committee with adequate confidence in the team's capability to perform the requirements of the RFP.
Marginal	Team qualifications include experience and demonstrated expertise not similar in scope and magnitude of effort or complexity required in the RFP, and one or more significant weaknesses exist. Team qualifications provided the evaluation committee with limited confidence in the team's capability to perform the requirements of the RFP.
Unsatisfactory	Team qualifications include experience and demonstrated expertise not relevant to the requirements in the RFP, and significant weaknesses exist. Team qualifications provided the evaluation committee with little or no confidence in the team's capability to perform the requirements of the RFP.

1)The rating for the specific elements of the Team Qualifications will have the point values as shown in the table in paragraph 5.9.7 above.

5.11.3 Evaluation of Methodology, Approach, Work Plan, and Technical Capabilities: The evaluation of the Methodology, Approach, Work Plan and Technical Capabilities shall be subjectively evaluated based on fact. Information provided by the Vendor in response to the Exhibit F, Methodology, Approach, Work Plan, and Technical Capabilities of the RFP will be used to complete the evaluation of the Methodology, Approach, Work Plan, and Technical Capabilities. If conducted, any demonstrations referenced herein will provide additional information, which may be used to evaluate the Methodology, Approach, Work Plan, and Technical Capabilities for each proposed products and/or services.

a.Demonstration: A demonstration may be conducted with Vendor(s). If conducted, such demonstration should be via webinar using presentation tools provided by the Vendor. The SLMPD reserves the right to only conduct demonstrations with Vendors that submitted acceptable proposals that meet all of the mandatory requirements of the RFP. The demonstration should be constructed to clarify the functional capabilities of the proposed products and/or services and the Vendor's response. Travel and attendance expenses incurred by the Vendor shall be the responsibility of the Vendor. All arrangements and scheduling shall be coordinated by the Purchasing Agent.

1)The demonstration shall be conducted at no cost to the SLMPD; therefore, no compensation shall be made to the Vendor regarding participation in the demonstration. The Vendor shall have the right to decline to participate in the demonstration; however, information gained during the demonstration will be considered in the subjective evaluation.

2)The Vendor should demonstrate the functionality and features of the proposed products and/or services as they pertain specifically to the requirements set forth herein and any demonstration scenarios provided by the SLMPD. The SLMPD may, at its option, request that a Vendor demonstrate any function, product, or system capability included in the Vendor's response.

3)The dates for the demonstrations will be determined by the SLMPD.

4)The demonstration may be limited to one hour. It is the obligation of the Vendor to effectively manage their demonstration time.

5)The SLMPD reserves the right to use information obtained from the Vendor's demonstration in the evaluation of Methodology, Approach, Work Plan, and Technical Capabilities and Experience of Organization and Past Performance, depending upon the applicability of the information obtained.

b.Scoring of Methodology, Approach, Work Plan, and Technical Capabilities - The Vendor's Methodology, Approach, Work Plan, and Technical Capabilities will be rated by the SLMPD using the rating system as defined below:

Methodology, Approach, Work Plan, and Technical Capabilities Rating System	
Rating	**Definition**
Distinctive	Proposal offers significant benefits beyond the stated requirements. Proposal provides the evaluation committee with high confidence in the proposed approach.
Superior	Proposal offers some benefits beyond the stated requirements with no measurable weaknesses. Proposal provides the evaluation committee with confidence in the proposed approach.
Satisfactory	Proposal offers no significant benefits beyond the stated requirements, and no significant weaknesses exist. Proposal provides the evaluation committee with adequate confidence in the proposed approach.
Marginal	Proposal has one or more significant weaknesses. Proposal provides the evaluation committee with limited confidence in the proposed approach.
Unsatisfactory	Proposal has several significant weaknesses. Proposal provides the evaluation committee with little or no confidence in the proposed approach.

1)The rating for the specific elements of the Methodology, Approach, Work Plan, and Technical Capabilities will have the point values as shown in the table in paragraph 5.9.7 above.

5.11.4 Failure to Respond to Evaluation Elements: In the event the Vendor fails to provide the information requested in the exhibits pertaining to the evaluation elements identified above, the Vendor may receive an "Unsatisfactory" rating for the corresponding evaluation element.

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

5.12.1 MBE/WBE Participation Prerequisites:

a.In order for the SLMPD to comply with state and federal law, 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.

1)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.

2)Definition -- Qualified MBE/WBE:

- 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.

- 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.

- Minority is defined as belonging to one of the following racial minority groups: Black, American Indian, Hispanic, Asian American and other similar racial minority groups as per Section 37.013, RSMo. Also included are Alaskan Natives, Pacific Islanders, and Aleuts.

3)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.

4)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 definition of a qualified MBE/WBE identified herein.)

5.12.2 Evaluation of Vendor's MBE/WBE Participation:

a.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:

1)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.

2)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.

3)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.

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

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

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

c.If the Vendor is proposing participation by MBE/WBEs, in order to receive evaluation consideration for participation by the MBE/WBEs, the Vendor must provide the requested information with the proposal.

5.12.3 MBE/WBE Commitment – If the Vendor's response is awarded and the Vendor received evaluation consideration for the MBE/WBE portion, the percentage level of MBE/WBE participation committed to by the Vendor in the Participation Commitment Table shall be interpreted as a contractual requirement. The awarded Vendor shall be expected to meet the participation commitment regardless of the products and/or services purchased by the SLMPD from the contract.

5.13 Evaluation of Bonus Point Preference: Organizations for the Blind and Sheltered Workshop (Blind/Sheltered Workshop) Preference:

5.13.1 Organization for the Blind and Sheltered Workshop Participation Prerequisites:

a.In order for the SLMPD to meet the provisions of state statute, the Vendor should secure participation of qualified nonprofit organizations for the blind or sheltered workshops in providing the products/services required in this RFP. A five to fifteen (5-15) bonus point preference shall be granted to Vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

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

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

2)The services performed or the products provided by the listed participating organizations 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 listed participating organizations 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.

5.13.2 Evaluation of Vendor's Blind/Sheltered Workshop Participation Bonus Points:

a.A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the proposal containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars ($5,000.00) of the total contract value of proposals for purchases not exceeding ten (10) million dollars ($10,000,000.00).

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

Vendor's Commitment Number x 2.5 points = Awarded Points

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

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

5.13.3 Blind or Sheltered Workshop Commitment: If the Vendor's response is awarded and the Vendor received evaluation consideration for the Blind or Sheltered Workshop portion, the organization for the blind or sheltered workshop participation committed to by the Vendor in the Participation Commitment Table shall be interpreted as a contractual requirement. The awarded Vendor shall be expected to meet the participation commitment regardless of the products and/or services purchased by the SLMPD from the contract.

5.14 Evaluation of Bonus Point Preference - Service-Disabled Veteran Business Enterprises (SDVEs) Preference:

5.14.1 Organization for the Service-Disabled Veteran Business Enterprises Preference Prerequisites:

a.In order for the SLMPD to meet the provisions of state statute, the Vendor should secure participation of qualified service-disabled veteran business enterprises (SDVEs) in providing the products/services required in this RFP. A three (3)-point bonus preference shall be granted to Vendors including products and/or services manufactured, produced or assembled by a qualified SDVE.

b.Definition - Qualified SDVE:

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

2)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;

3)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;

4)SDVE has the management and daily business operations controlled by one (1) or more SDVs; and

5)SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

c.In order to qualify for any SDVE bonus points, the following conditions must be met:

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 listed participating organizations 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 listed participating organizations 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 be considered for the bonus point preference the SDVEs must be qualified by the proposal opening date (the date the proposal is due). (See above for the definition of an SDVE.)

5.14.2 Evaluation of Vendor's SDVE Participation Bonus Points: If the Vendor proposing a SDVE participation percentage meets or exceeds the SLMPD's three percent (3%) of the total contract value commitment and provides the required documentation identified herein, then the Vendor shall be assigned the three (3) bonus points.

a.If the Vendor is proposing participation by an SDVE, in order to receive evaluation consideration for participation by the SDVE, the Vendor must provide the requested information with the proposal.

5.14.3 SDVE Commitment: If the Vendor's response is awarded a contract, and the Vendor received evaluation consideration for the SDVE participation, the SDVE participation committed to by the Vendor on the Participation Commitment Table shall be interpreted as a contractual requirement. The awarded Vendor shall be expected to meet the participation commitment regardless of the products and/or services purchased by the SLMPD from the contract.

******END OF VENDOR SUBMISSION, EVALUATION, AND AWARD INFORMATION SECTION******

EXHIBIT A
PROPOSAL SIGNATURE PAGE

ST. LOUIS BOARD OF POLICE COMMISSIONERS
BUDGET & FINANCE DIVISION
PURCHASING AGENT
REQUEST FOR PROPOSAL (RFP)

RFP #FY2027-XX
On-Site Physical Therapy Services

Vendor's Organization Name:			
Point of Contact:			
Phone Number:		**Email Address:**	
Mailing Address:			
City/State/Zip:			
Vendor Tax Filing Type with IRS (check one):	☐ Corporation ☐ Individual ☐ State/Local Government ☐ Partnership ☐ Sole Proprietor ☐IRS Tax-Exempt		
What date did the Vendor's organization begin operation?	Date: / / MM/DD/YYYY		

I am authorized to submit a proposal to the St. Louis Metropolitan Police Department in response to the RFP on behalf of my organization, to provide the products and/or services at the prices submitted. The information provided as my organization's response is true and accurate. The Vendor agrees that when a Notice of Award is signed and issued by an authorized official of the St. Louis Metropolitan Police Department, a binding contract shall exist between the Vendor and the St. Louis Board of Police Commissioners, as defined in section 4.1. By signing below, 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 and any previously issued RFP amendments.

Authorized Signature	**Date**
Printed Name	**Title**

EXHIBIT B, PROPOSAL SUBMITTAL CHECKLIST

The following table is provided to assist the Vendor in completing their proposal. It is the Vendor's sole responsibility to ensure that all mandatory requirements are met and that their proposal, including all exhibits, are properly completed and submitted with their proposal. The Vendor may want to check the Task Complete boxes to ensure that each of these items are completed and/or submitted with the Vendor's response.

No.	**Description –** While not all documents/items listed below are mandatory in submitting a responsive proposal, 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 response.	**Task Complete**
1.	Complete and sign **Exhibit A, Proposal Signature Page.**	☐
2.	Complete all pricing required on **Exhibit C, Pricing Page(s).**	☐
3.	Complete **Technical Proposal Exhibit D, Experience of Organization and Past Performance.**	☐
4.	Complete **Technical Proposal Exhibit E, Team Qualifications.**	☐
5.	Complete **Technical Proposal Exhibit F, Methodology, Approach, Work Plan, and Technical Capabilities Plan.**	☐
6.	Complete **Exhibit G, Participation Commitment** for any MBE, WBE, Organization for the Blind/Sheltered Workshop, and/or SDVE proposed.	☐
7.	Complete **Exhibit H, Documentation of Intent to Participate**, identifying each MBE, WBE, Organization for the Blind/Sheltered Workshop, and/or SDVE proposed.	☐
8.	Complete **Business Compliance Exhibit I, State of Missouri Tax Compliance** and attach "Vendor No Tax Due" certificate.	☐
9.	Complete **Business Compliance Exhibit J, Registration of Business Name with the Missouri Secretary of State.**	☐
10.	Complete and sign **Business Compliance Exhibit K, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization** (be sure to complete and return the Affidavit of Work Authorization and the Vendor's E-Verify Memorandum of Understanding, if required).	☐
11.	Complete and sign **Business Compliance Exhibit L, Anti-Discrimination Against Israel Act Certification.**	☐
12.	Complete **Business Compliance Exhibit M, Services Outside the United States.**	☐
13.	Complete **Business Compliance Exhibit N, Employee/Conflict of Interest.**	☐
14.	If applicable, clearly mark, separate, and seal proprietary or confidential information and describe how the proprietary or confidential information meets Chapter 610, RSMo (ref. Section 5 of the RFP).	

REMINDER: Vendors do not need to return RFP Sections 1 through 5 or the RFP attachments, if any, with their proposal response.

EXHIBIT C - PRICING PAGES

EC. 1 Pricing Requirements and Instructions:

a.Pricing For All Line Items: The Vendor must provide pricing for all line items as required on the Exhibit C, Pricing Pages.

b.The Vendor shall provide a price for each of the following for providing the products and/or services required herein in accordance with the provisions and requirements of this RFP. The Vendor shall provide firm, fixed prices for the original contract period and maximum prices for each renewal period. All costs associated with providing the required services shall be included in the stated price.

c.The Vendor must provide firm, fixed pricing and must not enter "TBD" (to be determined) or similar comment in response to the line items identified herein. Failure to fully complete the required cost information may lead to a determination that the proposal is non-responsive. The Vendor must not propose any per transaction fees or administrative fees to be paid by the SLMPD or the Vendor selling goods or services to the SLMPD.

EXHIBIT C, PRICING PAGES

1. **Mandatory Pricing Pages Requirements: The Vendor shall provide firm, fixed pricing for physical therapy services pursuant to all mandatory requirements herein. The Vendor must clearly describe any one-time required firm, fixed costs and all annual costs (retainer, project, and hourly fees, etc.) necessary to meet the RFP requirements herein. The Vendor must indicate any other relevant information related to the pricing of their proposed services. Pricing must include all start-up, transition, and support costs. The Vendor must provide firm, fixed pricing for all services needed to meet the requirements identified herein and to fulfill all of the Vendor's commitments included in their proposal thereto. The Vendor must understand and agree, if awarded a contract, no additional costs shall be assessed to the SLMPD to meet the requirements identified herein unless the SLMPD amends the contract to request additional Scope of Work.**

2. **Required Pricing:** The Vendor shall provide firm, fixed pricing for the specified items listed in the table below. Pricing shall include all applicable costs necessary for the planning, delivery and installation of the solution. If costs are provided on an hourly basis, the estimated number of hours for each line item must be provided.

Line Item	Description	Fixed Cost or Hourly (estimated hours)	First Year of Original Contract Period Firm, Fixed Annual Price	Second Year of Original Contract Period Firm, Fixed Annual Price	Third Year of Original Contract Period Firm, Fixed Annual Price
1	Physical Therapy Services		$	$	$
2	Data collection and reporting		$	$	$
3	Durable Medical Equipment		$	$	$
4	Movement Assessments		$	$	$
5	SLMPD Employee Outreach		$	$	$
6	Any additional costs not included in the above:		$	$	$
7	**Overall All-In Cost (Total)**		$	$	$

3. **Required Renewal Option Pricing:** The Vendor must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the above pricing for the renewal option years. If a percentage is not proposed (e.g. left blank, page not returned, etc.), the SLMPD shall have the right to execute the option at the same price(s) proposed for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are not acceptable.

All increases or decreases shall be calculated against the ***original*** contract price, **not** against the previous year's price. A cumulative calculation shall not be utilized.

Potential Renewal Period	**Maximum Increase**		**Minimum Decrease**
First Renewal Period	Original Price + _____%	**or**	Original Price - _____%
Second Renewal Period	Original Price + _____%	**or**	Original Price - _____%
Third Renewal Period	Original Price + _____%	**or**	Original Price - _____%

~ Do not *complete both a maximum increase and a minimum decrease for the same renewal period.* ~

4. **Prompt Payment Discount:** The Vendor is encouraged to propose price discounts for prompt payment that would benefit the SLMPD. Any proposed discounts are conditional based upon the SLMPD's ability to meet the payment deadline. Therefore, any proposed prompt payment discounts cannot be considered in the cost proposal evaluation.

Vendor's Response:

TECHNICAL PROPOSAL EXHIBIT D,
EXPERIENCE OF ORGANIZATION AND PAST PERFORMANCE

Experience of Organization and Past Performance Submission Instructions: The Vendor should provide the information requested below regarding the Vendor's compliance with the minimum experience requirements identified in the RFP. Additionally, the Vendor should provide the same information for their proposed subcontractors, as applicable.

EXPERIENCE OF ORGANIZATION	
The Vendor should describe their overall experience relative to the information requested below that demonstrates similar scope and magnitude of effort, including identifying the recentness of that experience.	
Provide a brief company history, including the number of years in business as currently constituted.	
Describe the nature of the Vendor's business, including type of products and/or services provided/performed.	
RFP Experience Provisions	**Describe Vendor's Corresponding Experience**
Experience providing physical therapy services	
Experience working with law enforcement agencies	
Experience collecting and reporting data for worker's compensation purposes	
Experience providing improved injury recovery and/or faster return to work	
Experience providing cost-saving and/or reduced worker's compensation costs	
Experience working with collegiate, industrial, or tactical athletes.	
Experience providing a comprehensive program design to optimize durability, resiliency, and maximize performance of tactical professionals.	

PAST PERFORMANCE - CASE STUDIES
The Vendor should provide three (3) past performance case studies for projects where the products and/or services in the RFP are currently in use or recently used as an indicator of the Vendor's past performance. The three (3) case studies should represent the same scope and magnitude of effort and complexity required in the RFP and be recent. The case study should include the name and contact information for a client representative who can speak to the scope, quality, and impact of the Vendor's work. The SLMPD, at its discretion, may or may not contact any of the case studies provided by the Vendor. The Vendor should clearly indicate if case studies are for proposed subcontractor(s).
Additional Case Studies: In the event the Vendor submits more case studies than requested, for evaluation purposes only the first case studies up to the number requested will be considered. Any additional case studies will not be evaluated.
The Vendor should duplicate and complete the following table for each case study presented.

CASE STUDY	
Project Title	
Duration of the Project	
Specific Contact Information:	Organization Name: Contact Person Name: Contact Telephone Number: Contact Email Address:
Project Annual Budget	
Timeframe Products/Services Provided: **(e.g., July 2020 – June 2022)**	
Law Enforcement?	Yes ☐ No ☐
The Vendor should summarize below the work performed on the project, the project's objectives, and approach relevant to this RFP.	

TECHNICAL PROPOSAL EXHIBIT E,
TEAM QUALIFICATIONS

Team Qualifications Submission Instructions: The Vendor should provide detailed information on the experience and qualifications of the Vendor's proposed team to perform the requirements of the RFP. The Vendor should describe how the proposed team complies with the minimum experience and qualifications requirements identified in the RFP.

TEAM QUALIFICATIONS BIOGRAPHY INSTRUCTIONS
Working Team: The Vendor should submit no more than one (1) biography for the Program Manager and no more than three (3) biographies for team members actually providing consulting, actuarial/financial analysis, and/or compliance services for consideration in the evaluation. At least one (1) biography should represent a Program Manager who could lead this project. Other biographies should be representative of the qualifications and experience of consultants, actuaries, analysts, or other support that would be assigned to the project.
Additional Biographies: In the event the Vendor submits more biographies than requested, for evaluation purposes only the first biographies up to the number requested will be considered. Any additional biographies will not be evaluated.
The Vendor should duplicate and complete the following table for each proposed team member.

TEAM MEMBER BIOGRAPHY		
Name:		
Title:		
Proposed project role:		
% of time committed to project:		
Proposed Team:	☐	**Working Team**

Education, Certifications, and Other Distinctions		
Degree, certification, or other distinctions	**Institution**	**Date**
Example: BA, Business Administration	Washington University in Saint Louis (ex.)	
Example: Lean Six Sigma Black Belt	Villanova University (online) (ex.)	

Employment History		
Organization	**Role**	**Dates**
Example: Current Company	*Partner and leader of organization design practice*	*2014-present*
Example: Company ABC	*Director, Strategy and Continuous Improvement*	*2010-2012*

TEAM MEMBER BIOGRAPHY		
Specific Experience Relevant to Project		
Project Team/Position	**Specific Experience or Qualification**	**Team Member's Years of Experience**	**Brief description of team member's relevant experience (e.g. specific projects; previous employment)**
Other			
Other Experience or Background Information		
Describe the proposed personnel's experience in providing the required services.		

TEAM MEMBER BIOGRAPHY		
Name:		
Title:		
Proposed project role:		
% of time committed to project:		
Proposed Team:	☐	**Working Team**

Education, Certifications, and Other Distinctions		
Degree, certification, or other distinctions	**Institution**	**Date**
Example: BA, Business Administration	Washington University in Saint Louis (ex.)	
Example: Lean Six Sigma Black Belt	Villanova University (online) (ex.)	

Employment History		
Organization	**Role**	**Dates**
Example: Current Company	*Partner and leader of organization design practice*	*2014-present*
Example: Company ABC	*Director, Strategy and Continuous Improvement*	*2010-2012*

Specific Experience Relevant to Project			
Project Team/Position	**Specific Experience or Qualification**	**Team Member's Years of Experience**	**Brief description of team member's relevant experience (e.g. specific projects; previous employment)**
Other			

Other Experience or Background Information
Describe the proposed personnel's experience in providing the required services.

TEAM MEMBER BIOGRAPHY		
Name:		
Title:		
Proposed project role:		
% of time committed to project:		
Proposed Team:	☐	**Working Team**

Education, Certifications, and Other Distinctions		
Degree, certification, or other distinctions	**Institution**	**Date**
Example: BA, Business Administration	Washington University in Saint Louis (ex.)	
Example: Lean Six Sigma Black Belt	Villanova University (online) (ex.)	

Employment History		
Organization	**Role**	**Dates**
Example: Current Company	*Partner and leader of organization design practice*	*2014-present*
Example: Company ABC	*Director, Strategy and Continuous Improvement*	*2010-2012*

Specific Experience Relevant to Project			
Project Team/Position	**Specific Experience or Qualification**	**Team Member's Years of Experience**	**Brief description of team member's relevant experience (e.g. specific projects; previous employment)**
Other			

Other Experience or Background Information
Describe the proposed personnel's experience in providing the required services.

TEAM MEMBER BIOGRAPHY		
Name:		
Title:		
Proposed project role:		
% of time committed to project:		
Proposed Team:	☐	**Working Team**

Education, Certifications, and Other Distinctions		
Degree, certification, or other distinctions	**Institution**	**Date**
Example: BA, Business Administration	Washington University in Saint Louis (ex.)	
Example: Lean Six Sigma Black Belt	Villanova University (online) (ex.)	

Employment History		
Organization	**Role**	**Dates**
Example: Current Company	*Partner and leader of organization design practice*	*2014-present*
Example: Company ABC	*Director, Strategy and Continuous Improvement*	*2010-2012*

Specific Experience Relevant to Project			
Project Team/Position	**Specific Experience or Qualification**	**Team Member's Years of Experience**	**Brief description of team member's relevant experience (e.g. specific projects; previous employment)**
Other			

Other Experience or Background Information
Describe the proposed personnel's experience in providing the required services.

TECHNICAL PROPOSAL EXHIBIT F,
METHODOLOGY, APPROACH, WORK PLAN, AND TECHNICAL CAPABILITIES

General Instructions: The Vendor should provide the requested information for each of the following sections. The SLMPD will assess each proposal based on the responses provided by the Vendor.

Direction for Vendor: The Vendor should describe how the proposed solution meets the requirements identified in Section 2: Statement of Work by addressing the following questions:

Plan for Injury Identification, Treatment and Recovery

a. The Vendor should describe the proposed approach to providing physical therapy services for work-related injuries for the SLMPD.

b. The Vendor should describe the proposed approach to providing orthopedic injury identification, treatment, recovery, and referrals.

c. The Vendor should describe the staffing plan for the provision of services.

d. The Vendor should describe the available equipment and technology to be utilized in providing physical therapy services.

e. The Vendor should describe its approach to providing physical therapy services specifically for law enforcement officers.

Plan for Coordination with Medical Services Providers

a. The Vendor should describe the proposed approach to coordinating with the SLMPD's medical services provider for work
b. -related injuries.

c. The Vendor should describe the proposed approach to coordinating with the SLMPD employees regarding worker's compensation matters and work-related injuries.

Data Collection and Reporting to SLMPD and CCMSI

a. The Vendor should describe the proposed approach to collect and report on the following data types to designated SLMPD personnel and CCMSI:
   1) Number of new injuries-on-duty evaluated at the facility;
   2) Number of new non- injuries-on-duty evaluated at the facility;
   3) Number of treatment sessions conducted;
   4) Number of referrals made;
   5) Number of new employees seen;
   6) Cost of treatment; and
   7) Number of surgeries conducted.

Plan to Provide Law Enforcement Specific Solutions

a. The Vendor should describe any law enforcement specific plans, procedures or solutions.

b. The Vendor should describe the approach to addressing injuries to law enforcement officers.

Account Management, Communications & Technology

a. The Vendor should describe the proposed electronic medical records system.

b. The Vendor should describe any technologies or equipment to be used in the provision of physical therapy services.

c. The Vendor should describe its communication plan with regard to employee progress, coordination of light duty assignments, and return to duty.

Proposed Subcontractors

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

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

Proposed Timeline

Intentionally omitted. The SLMPD intends for this contract to begin on January 1, 2027 at the expiration of the current contract for these services.

EXHIBIT G, PARTICIPATION COMMITMENT

Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment - If the Vendor is committing to MBE/WBE, and/or Organization for the Blind/Sheltered Workshop, and/or SDVE Participation (as detailed in Section 5**,** Vendor Submission, Evaluation, and Award Information Section), either through subcontractor participation or if the Vendor is a qualified MBE/WBE, and/or Organization for the Blind/Sheltered Workshop, and/or SDVE Participation, the Vendor must provide the required information in the table below for each organization proposed and must submit the completed exhibit(s) with the Vendor's response, in order to receive evaluation consideration for the Participation.

MBE/WBE Resources:

A listing of resources that are available to assist Vendors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at OEO's website: http://oeo.mo.gov

Blind/Sheltered Workshop Resources:

A list of Missouri sheltered workshops can be found at the following websites:
Listing of Missouri Sheltered Workshops:
http://dese.mo.gov/special-education/sheltered-workshops/directories
Missouri Sheltered Workshop Products/Services Locator: http://moworkshops.org/services.html

The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following websites: http://www.lhbindustries.com and http://www.alphapointe.org

SDVE Resources: A list of Certified Service Disabled Veteran Business Enterprises (SDVE) can be found at the following website: https://oeo.mo.gov/sdve-certification-program/ by clicking the "Certified SDVE Vendor Database" button.

Participation Commitment Submission Instructions:

For each MBE and/or WBE, and/or Organization for the Blind/Sheltered Workshop, and/or SDVE proposed, the Vendor must:

1. identify the name of each qualified MBE/WBE, and/or Organization for the Blind/Sheltered Workshop, and/or SDVE,
2. describe the proposed products/services and/or identify RFP Paragraph number of RFP Scope of Work which requires the proposed products/services,
3. if the participation is not proposed throughout the life of the contract, then identify specifically when during the term of the contract the proposed products/services would be provided/performed, and
4. enter the committed participation percentage of the actual total contract value in the appropriate column.

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/WBE

Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the applicable columns below.

The services performed or the products provided by the listed MBE/WBE, and/or Organization for the Blind/Sheltered Workshop, and/or 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.

MBE/WBE Participation Commitment Table				
Name of Each Qualified MBE/WBE Proposed	**Description of Proposed Products/Services and RFP Paragraph Number Which Requires Proposed Products/Services within the Statement of Work**	**If The Participation Is Not Proposed Throughout The Life Of The Contract, When During the Term of the Contract Proposed Products/Services Would Be Provided/Performed**	**Committed Percentage of Participation** (% of the Actual Total Contract Value)	
			MBE	**WBE**
			%	%
			%	%
			%	%
Total Committed Percentage(s)			%	%

Organization for the Blind/Sheltered Workshop Commitment Table			
Name of Each Qualified Organization for the Blind or Sheltered Workshop Proposed	**Description of Proposed Products/Services and RFP Paragraph Number Which Requires Proposed Products/Services within the Statement of Work**	**If The Participation Is Not Proposed Throughout The Life Of The Contract, When During the Term of the Contract Proposed Products/Services Would Be Provided/Performed**	**Committed Percentage of Participation** (%* of the Actual Total Contract Value)
			%
			%

			%
		Total Committed Percentage(s) *(must minimally be 2%)*	%

*If the actual total dollar value of the contract is less than $250,000.00, then in lieu of a percentage, the Vendor may instead commit to providing a minimum of $5,000.00 worth of products and/or services from an organization for the blind or sheltered workshop.

SDVE Participation Commitment Table			
Name of Each Qualified SDVE Proposed	**Description of Proposed Products/Services and RFP Paragraph Number Which Requires Proposed Products/Services within the Statement of Work**	**If The Participation Is Not Proposed Throughout The Life Of The Contract, When During the Term of the Contract Proposed Products/Services Would Be Provided/Performed**	**Committed Percentage of Participation** (% of the Actual Total Contract Value)
			%
			%
			%
		Total Committed Percentage(s) *(must minimally be 3%)*	%

REMINDER: The Vendor must also provide a properly completed **Exhibit H, Documentation of Intent to Participate Form for each Qualified MBE/WBE Organization, each qualified Blind or Sheltered Workshop, and each qualified SDVE.**

EXHIBIT H, DOCUMENTATION OF INTENT TO PARTICIPATE

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

~ 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:		Email:	
Address (If SDVE, provide MO Address):		Phone #:	
City:		Fax #:	
State/Zip:		Certification #	
SDVE's Website Address:		Certification Expiration Date:	(or attach copy of certification)
Service-Disabled Veteran's (SDV) Name:		SDV's Signature:	

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

BUSINESS COMPLIANCE EXHIBITS

Instructions: In order to be awarded a contract, 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 **Exhibit A, Proposal Signature Page** of this original document and any amendment 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 with the Vendor's response and upon request by the Purchasing Agent.

- Business Compliance Exhibit I, State of Missouri Tax Compliance
- Business Compliance Exhibit J, Registration of Business Name with the Missouri Secretary of State
- Business Compliance Exhibit K, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
- Business Compliance Exhibit L, Anti-Discrimination Against Israel Act Certification
- Business Compliance Exhibit M, Services Outside the United States
- Business Compliance Exhibit N, Employee/Conflict of Interest

BUSINESS COMPLIANCE EXHIBIT I - STATE OF MISSOURI TAX COMPLIANCE

STATE OF MISSOURI TAX COMPLIANCE
In accordance with section state Statute, the BOPC is precluded from contracting with a Vendor or its affiliate who 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. In order to verify the Vendor's State of Missouri tax compliance with the Missouri Department of Revenue (DOR), the Vendor must provide "Vendor No Tax Due" certificate issued by DOR prior to award. By providing the "Vendor No Tax Due" certificate, the Vendor is verifying the Vendor is either registered to collect sales and/or use tax in Missouri or is not making retail sales of tangible personal property or providing taxable services in Missouri. The DOR will issue the "Vendor No Tax Due" certificate if the Vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the Vendor is not making retail sales in Missouri.

How To Obtain A Vendor No Tax Due Certificate

A "Vendor No Tax Due" certificate can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a "Vendor No Tax Due" certificate can be issued.

A "Vendor No Tax Due" certificate can be obtained by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at http://dor.mo.gov/forms/943.pdf. Make sure to select the appropriate "Reason for Request" on page 2 of the form.

For assistance, call (573) 751-9268 or e-mail taxclearance@dor.mo.gov. Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue's website at http://dor.mo.gov/business/sales.

NOTE: Make sure to request a "Vendor No Tax Due" certificate as there are other similar tax clearance forms that do not meet this verification requirement. The steps to obtain a "Vendor No Tax Due" certificate is outlined at https://dor.mo.gov/taxation/business/tax-types/sales-use/hb600.html.

Instructions: The Vendor should complete the information below regarding their "Vendor No Tax Due" status.	
"Vendor No Tax Due" Certificate is Included with the Response (Yes/No)	Yes ☐ No ☐
If the "Vendor No Tax Due" Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR	Date: __/__/____ (MM/DD/YYYY)

BUSINESS COMPLIANCE EXHIBIT J, REGISTRATION OF BUSINESS NAME WITH THE MISSOURI SECRETARY OF STATE

In accordance with section 351.572, RSMo, the Vendor must be properly registered with the Missouri Secretary of State or identify how the Vendor's business is exempt from registering with the Missouri Secretary of State.

In order to verify the Vendor is properly registered with the Missouri Secretary of State, the Vendor must either be 1) properly registered with the Missouri Secretary of State at time of proposal submission or prior to contract award or 2) must identify how the Vendor's business is exempt from registering with the Missouri Secretary of State.

NOTE: For any questions regarding Secretary of State Registration, Vendors should go to https://www.sos.mo.gov/business/startBusiness.asp or call 866-223-6535, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding state holidays.

Missouri Secretary of State Registration Verification	
Registration Verification Instructions: If the Vendor's business is already registered, the Vendor should complete the table below with the Vendor's business name and the charter number assigned to the Vendor's business. **Information on registering with Missouri Secretary of State:** If the Vendor's business is not yet properly registered with the Missouri Secretary of State, the Vendor should refer to the Missouri Business Portal at https://openforbiz.mo.gov/ for additional information.	
Business Name	
Charter Number	
Proof of Good Standing Status Included	Yes ☐ No ☐
If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State	Date: __/__/____ (MM/DD/YYYY)

Exemptions	
Exemption Instructions: If the Vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, the Vendor should identify the specific section of 351.572 RSMo, which supports the exemption by placing a checkmark in the appropriate box in the "Indicate if Exemption is Applicable" column in the table below. In addition, the Vendor should provide documentation supporting an exemption, if applicable.	
Section 351.572 RSMo Subsection 2. Exemption Description	**Indicate if Exemption is Applicable (Check the appropriate box)**
(1) Maintaining, Defending, or Settling any Proceeding	☐
(2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs	☐
(3) Maintaining Bank Accounts	☐
(4) Maintaining Offices or Agencies for the Transfer, Exchange, and Registration of the Corporation's Own Securities or Maintaining Trustees or Depositories with Respect to those Securities	☐
(5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property	☐

(6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts	☐
(7) Conducting an Isolated Transaction that is Completed Within Thirty Days and that is Not One in the Course of Repeated Transactions of a Like Nature	☐
(8) Transacting Business in Interstate Commerce	☐
Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive)	☐

BUSINESS COMPLIANCE EXHIBIT K, 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 https://www.e-verify.gov/.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency.

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, 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.

(Complete Box A if you are a non-business entity as defined above)

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 this RFP 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 Purchasing Agent with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature

Company Name (if applicable)	Date

BUSINESS COMPLIANCE EXHIBIT K,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION - CONTINUED

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's Name (Please Print)	*Authorized Business Entity* Representative's Signature
Business Entity Name	Date
E-Mail Address	

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

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

AND

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

AND

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

BUSINESS COMPLIANCE EXHIBIT K, BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION - CONTINUED

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

Authorized Representative's Signature	Printed Name
Title	Date
E-Mail Address	E-Verify Company ID Number

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

Signature of Notary	*Date*

BUSINESS COMPLIANCE EXHIBIT K,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION - CONTINUED

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

_____

Date of Previous E-Verify Documentation Submission: _____

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

Authorized Business Entity Representative's Name (Please Print)	*Authorized Business Entity* Representative's Signature
Business Entity Name	Date
E-Mail Address	E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer	Date

BUSINESS COMPLIANCE EXHIBIT L,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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

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

Section 34.600, RSMo, defines the following terms:

Boycott Israel and Boycott of the State of Israel: engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

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

Public Entity: the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

Certification - The Vendor must therefore certify their current status by completing either Box A, Box B, Box C, or Box D on the next page of this Exhibit.

BOX A:	To be completed by any Vendor that does not meet the definition of "company" above, hereinafter referred to as "Non-Company."
BOX B:	To be completed by a Vendor that meets the definition of "Company" but has less than ten employees.
BOX C:	To be completed by a Vendor that meets the definition of "Company" and has ten or more employees.
BOX D:	To be completed by a Vendor that meets the definition of a "Public Entity".

BUSINESS COMPLIANCE EXHIBIT L,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - CONTINUED

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Purchasing Agent at that time.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Entity Name	Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Purchasing Agent at that time.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name	Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

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

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name	Date

BUSINESS COMPLIANCE EXHIBIT L,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - CONTINUED

BOX D – PUBLIC ENTITY	
I certify that _____ (Entity Name) is a public entity as defined in section 34.600, RSMo, and is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.	
Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name	Date

BUSINESS COMPLIANCE EXHIBIT M, SERVICES OUTSIDE THE UNITED STATES

Pursuant to Executive Order 04-09 subparagraph 4, no state agency shall award a contract to a Vendor who contemplates performing work (or having a subcontractor perform work) pursuant to the contract at a site outside of the United States, unless one of the exceptions identified below are met. This document must be satisfactorily completed prior to an award of a contract.

Therefore, the Vendor must disclose whether services proposed would be performed at a location outside of the United States and provide details in the space below or on an attached page. If Vendor does not complete the table below, the Vendor is committing to complete all work in the United States for the duration of the contract.

Will any of the services proposed by the Vendor (or a proposed subcontractor) be performed at sites outside the United States? If the answer is "yes", then provide the information below. If the answer is "no", then the Vendor does not need to complete the rest of this exhibit.	Yes ☐	No ☐
Identify the **name of the Vendor and/or proposed subcontractor(s)** that would be performing services at a site outside the United States.		
Describe the **services proposed to be performed** at sites outside the United States.		
Identify **where the services would be performed** at sites outside the United States.		
Identify when **(specific timeframe) in the life of the contract the services would be performed** at sites outside the United States.		
Identify **why the services need to be performed** at sites outside the United States.		
Identify whether the proposed services meet at least one of the conditions described in section 4, subparagraphs a, b, c, and d of Executive Order 04-09 and how the exception(s) is met. If the answer is "yes" and exemption applies, then provide the information below.	Yes ☐	No ☐

Mark the appropriate exemption below, and provide the requested details:

(a) ☐ Unique good or service that is deemed mandatory pursuant to the requirements herein and has no comparable domestically-provided good or service that can adequately duplicate the unique features provided by the Vendor or its subcontractor.

EXPLAIN HOW THE GOOD OR SERVICE IS UNIQUE:_____

(b) ☐ Foreign firm hired to market Missouri services/products to a foreign country.

IDENTIFY THE APPLICABLE RFP PARAGRAPHS HEREIN: _____

(c) ☐ A significant or substantial economic cost factor exists that outweighs the economic impact of providing the function or professional services within the United States, and such failure in using the Vendor or subcontractor's services would result in economic hardship to the state.

EXPLAIN HOW:_____

(d) ☐ Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.

IDENTIFY MAXIMUM PERCENTAGE of the overall value of the contract, for any contract period, attributed to the value of the services being performed at sites outside the United States identified above: ___%

BUSINESS COMPLIANCE EXHIBIT N, 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. The information must be provided prior to the award of a contract.

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:	_____%