



Office of State Courts Administrator
P.O. Box 104480
2112 Industrial Drive
Jefferson City, Missouri 65110-4480

RFP NO. OSCA 21-01228

TITLE: Foreign Language Interpreters - Verbal

ISSUE DATE: June 15, 2021

CONTACT: Russell Rottmann

PHONE NO.: (573)522-6766

E-MAIL: osca.contracts@courts.mo.gov

PROPOSAL: July 8, 2021

DUE DATE: Proposals will also be accepted on an ongoing basis. Qualifying proposals will be reviewed and awarded to those considered to meet the requirements of this RFP.

Return proposal either electronically to osca.contracts@courts.mo.gov or to:

(U.S. Mail)
Office of State Courts Administrator
P.O. Box 104480
Jefferson City, MO 65110 - 4480

(Courier Service)
Office of State Courts Administrator
2112 Industrial Drive
Jefferson City, MO 65109

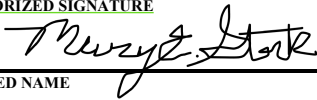
CONTRACT PERIOD: Date of Award through One year

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


Various Locations: Throughout the State of Missouri

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions of the Request for Proposal. The offeror further agrees the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of this RFP when countersigned by an authorized official of the Office of State Courts Administrator, a binding contract shall exist between the offeror and the Office of State Courts Administrator.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE 		DATE June 23, 2021
PRINTED NAME Mary Ella Steck		TITLE Ms
COMPANY NAME Steck Translations		
MAILING ADDRESS 6916 Meadowbrook Drive		
CITY, STATE, ZIP Jefferson City, MO 65109		
CONTACT PERSON Mary Ella Steck		TITLE: Ms
PHONE NO. 573-230-3836	FAX NO. ---	E-MAIL ADDRESS MSteck5208@aol.com

NOTICE OF AWARD (OSCA USE ONLY)

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS: In its entirety as submitted		
CONTRACT NO. OSCA 21-01228-06		CONTRACT PERIOD August 6, 2021 through July 31, 2022
CONTRACTS SECTION 	DATE 08/06/2021	DEPUTY STATE COURTSADMINISTRATOR Earl Kraus

1. INTRODUCTION

1.1 Introduction:

This document constitutes a request for proposals from prospective bidders for the development of a Qualified Vendor List for verbal foreign language interpreters for the Missouri Judiciary on an as needed, if needed basis, in accordance with the requirements and provisions stated herein.

The Office of State Courts Administrator anticipates making multiple awards to this Request for Proposal.

1.2 Purpose:

The resulting contracts shall be construed as preferred use contracts, which means OSCA may use the contract for the services specified herein, if such services are needed. OSCA reserves the right to conduct separate procurement processes to establish a contract(s) for the same or similar services for any specific project and/or to continue to utilize valid existing temporary services contracts, if determined to be in OSCA's best interests.

The potential contractor shall provide the services on an as needed, if needed basis. OSCA does not guarantee any usage of the contract whatsoever.

1.3 Background Information:

The Missouri Judiciary consists of 46 Judicial Circuits located in all 114 counties of the state and in the city of St. Louis. Under the supervision and direction of the Supreme Court of Missouri, the Office of State Courts Administrator provides administrative support for the Missouri state court system. The purpose of this Request for Proposal (RFP) is to contract with certified or qualified foreign language interpreters to perform verbal interpretation during court proceedings on an as needed, if needed, basis. Because of the uncertainty for the need of interpreters for court proceedings, Missouri Office of State Courts Administrator (herein referred to as OSCA) wishes to establish contract(s) with certified or qualified foreign language interpreters to meet the needs of the Missouri judiciary.

1.4 General Information:

Prospective offerors are encouraged to review this Request for Proposal, (RFP) thoroughly, including all requirements, terms, and conditions, to ensure the submission of a timely and responsive proposal. Although an attempt has been made to provide accurate and up-to-date information, OSCA does not warrant nor represent that the background information provided herein reflects all relationships or existing conditions related to this RFP.

1.5 RFP Questions:

It is the offeror's responsibility to ask questions, request changes or clarifications, or otherwise advise the OSCA Contracts section if the offeror believes that any language, specifications or requirements are: (1) ambiguous, (2) contradictory and/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 offeror's ability to submit a proposal.

All questions and issues should be submitted ten (10) calendar days prior to the due date of the proposal. If not received prior to ten (10) calendar days before the proposal due date, OSCA may not be able to fully research and consider the respective questions or issues. Questions and issues related to the RFP must be directed to the OSCA contact listed on the cover page. It is preferred that questions be e-mailed to osca.contracts@courts.mo.gov. OSCA responses to questions submitted will be provided to all offerors participating in the RFP process.

1.6 Contractor Contacts:

Contractors and their agents (including sub-contractors, employees, consultants or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc. to the contact indicated on the first page of this RFP. Contractors and their agents may not contact any other OSCA employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.

2. CONTRACTUAL REQUIREMENTS

2.1 Entire Agreement:

A binding contract shall consist of:

1. The RFP and amendments (if applicable);
2. The Best and Final Offer (BAFO) request(s) with RFP changes/additions (if applicable);
3. The contractor's proposal including the contractor's BAFO;
4. Clarifications of the proposal, if any; and
5. OSCA's acceptance of the proposal by "notice of award."

All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

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

A notice of award does not constitute an authorization or a directive to proceed with services. Before providing services, the contractor must receive a properly authorized purchase order.

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

OSCA shall not sign nor execute an additional contract, license, or other agreements containing contractual terms and conditions as a result of this procurement. Agency and/or cooperative procurement end users of the contract may place orders under this contract in accordance with the stated procedures, provided such orders do not change the contract terms and conditions.

OSCA shall not guarantee any minimum nor maximum amount of services that may be required under the contract.

2.2 Contract Period:

The original contract period shall be Date of Award through one (1) year. The contract shall not bind, nor purport to bind, OSCA for any contractual commitment in excess of the original contract period.

2.1 Renewal Options:

OSCA shall have the right, at its sole option, to renew the contract for five (5) additional one-year periods or any portion thereof. In the event OSCA 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.

If the option for renewal is exercised, OSCA will request prices for the upcoming renewal period. This request will be sent to each contractor no later than 60 days before the end of contract/renewal period.

2.2 Contract Extension:

In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, OSCA reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period as mutually agreed to by OSCA and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

2.3 Contract Price:

All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. The contractor shall be paid installation costs and/or maintenance/repair costs provided that such costs are firm, fixed and specifically proposed in response to the RFP. Failure to propose costs for installation and maintenance/repair shall not relieve the contractor from his/her responsibility to maintain, install and/or repair all items, and any related costs for the service shall be considered by both the contractor and the state to be included within the price stated in the contract.

2.4 Travel Expenses:

Travel time is not allowed as per Section 476.806, RSMo. The contractor shall understand the court must follow the Foreign Language Interpreter Payment Policy approved by the Committee on Language Access. The policy may be viewed at [Foreign Language Interpreter Payment Policy](#)

2.5 Assignment:

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

Consent to assignment shall only be granted when the assignee agrees to be bound by all of the terms and conditions of the contract. Any assignment of moneys shall be void and ineffective to the extent such assignment attempts to impose upon OSCA obligations to additional payment of such moneys; or to preclude OSCA from dealing in all matters pertaining to the contract agreement including, but not limited to, the negotiation of amendments or the settlement of charges due.

2.6 Termination:

OSCA reserves the right to terminate the contract at any time, for the convenience of the Missouri Judiciary, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by OSCA pursuant to the contract prior to the effective date of termination.

2.7 Appropriation of Funds:

The contractor understands and agrees that funds required to fund the contract must be appropriated through the budget process of the state of Missouri for each fiscal year (July 1 through June 30) included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

2.8 Federal Funds Requirement:

The contractor shall understand and agree the procurement(s) may involve the expenditure of federal funds. The contractor shall not issue any statement, press releases or other documents describing projects or programs funded in whole or in part with federal money, without prior written approval by OSCA.

2.9 Breach of Contract:

Circumstances may arise where, because of a default by the contractor on its contractual requirements, the state is entitled to recover damages from the contract for breach of contract. In the event of material breach of the contractual obligations by the contractor, OSCA may cancel the contract. At its sole discretion, OSCA may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The state may specify that the actual cure be completed within no more than 10 working days from notification, or at a minimum that the contractor must provide OSCA within five (5) working days from notification a written plan detailing how the contractor intends to cure the breach and detailing the timeframe for the proposed cure. The state shall have the right to reject all proposed cures.

If the contractor fails to cure the breach or if circumstances demand immediate action, OSCA will issue a notice of cancellation terminating the contract immediately. If it is determined OSCA improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

If OSCA cancels the contract for breach, OSCA reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as OSCA deems appropriate and charge the contractor for any additional costs incurred thereby.

Notwithstanding the provisions described herein, no provision in the contract shall be construed, expressly or implied, as a waiver by the state of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the state of Missouri of the contractor's default or breach of contract.

2.10 Contractor Liability:

The contractor shall be responsible for all personal injury (including death) or property damage because of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save OSCA, its employees and assignees from every expense, liability or payment arising out of such negligent act. The contractor also agrees to hold OSCA, its employees and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed or supervised by the contractor under the terms of the contract.

The contractor shall not be responsible for injury or damage occurring as a result of any negligent act or omission committed by OSCA, its employees and assignees.

Under no circumstances shall the contractor be liable for any of the following:

- a. Third party claims against the state for losses or damages (other than those listed above);
- b. Economic consequential damages (including lost profits or savings); or
- c. Incidental damages, even if the contractor is informed of their possibility.

2.11 Liability:

The contractor agrees to hold the state of Missouri, including its agencies, employees, and assignees, harmless and indemnify it from liability from claims, damages, or actions arising from its negligent act or omission, or from those committed by its subcontractor(s) or other person(s) employed by or under the supervision of the contractor under the terms of the contract provided that such liability is not the result of the state's negligence or intentional wrong doing or any failure by the state to use the materials in the manner outlined by the contractor in literature or specifications submitted with the contractor's proposal.

Contractor's liability for damages to the state for any cause whatsoever, whether in contract or in tort, but excluding negligence, shall be limited in the aggregate to two times the total contract price for all goods and services over the life of the contract, as stated in Exhibit A. The foregoing limitation of liability shall not apply to:

Claims brought against the state by third parties for bodily injury to persons or damage to real or tangible personal property caused by contractor's negligence or willful misconduct; or

Claims arising out of injury to the person and/or damage to the property of the state, employees of the state, persons designated by the state for training, or any other person(s) other than agents or employees of the contractor, designated by the state for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the deliverables either at the contractor's site or at the state's place of business, provided that the injury or damage was caused by the direct negligence of the contractor; or

Costs or attorneys' fees which the state becomes entitled to recover as a prevailing party in any action, if authorized by law; or

The liability under the section entitled "Inventions, Patents, and Copyrights" to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights.

In no event shall the parties be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except to the extent that contractor's liability for such damages arises out of sub-sections a through d above.

Nothing herein shall be construed to waive or limit the state's sovereign immunity or any other immunity from suit provided by law.

The contractor agrees that for any claim in tort or contract brought against the state of Missouri that its damages are limited to no more than the total contract price.

2.12 Actions, Suits or Proceedings:

The contractor must warrant there are no actions, suits or proceedings, pending or threatened, that will have a material adverse effect on the contractor's ability to fulfill its obligations under the contract. The contractor must further warrant they will notify OSCA immediately if the contractor becomes aware of any action, suit or proceeding, pending or threatened that will have material adverse effect on the contractor's ability to fulfill the obligations under the contract.

2.13 Warranty of Contractor Capability:

The contractor must warrant they are financially capable of fulfilling all requirements of the contract and is a validly organized entity that has the authority to enter into the contract. The contractor must warrant it is not prohibited by any loan, contract, financing arrangement, trade covenant or similar restriction from entering into the contract.

2.14 Insurance:

The contractor shall understand and agree that the state of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must have and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the state of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the state of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the state of Missouri is protected as an additional insured. In the event any insurance coverage is canceled, OSCA must be notified immediately.

2.15 Contract Monitoring:

OSCA reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If OSCA determines the contractor to be at high-risk for non-compliance, the state shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed.

2.16 Contractor Status:

The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of OSCA or the county. The contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold harmless OSCA its officers, agents and employees from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.17 Subcontractor:

Any subcontract for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and OSCA and to ensure that OSCA is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind, related to a subcontract in those matters described in the contract between OSCA and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a sub-contractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of OSCA prior to establishing any new subcontracting arrangements and before changing any sub-contractor. The approval shall not be arbitrarily withheld.

The contractor may use sub-contractors in support of this contract. However, the contractor shall remain solely responsible for the performance of this contract.

All payments for products and/or services shall be made directly to the contractor. If a subcontractor is to be used, the subcontractor shall be identified in the proposal and shall include the nature of the services to be performed.

Contractor's employees or agents, if any, who perform services for OSCA under this contract shall also be bound by the provisions of this contract. At the request of OSCA, the contractor shall provide adequate evidence that such persons are their employees or agents. OSCA shall not be responsible to contractor's employees for any employee benefit or any obligation relating to employment, including health insurance benefits, workers' compensation insurance, paid vacation, or any other employee benefit.

2.18 Authorized personnel:

All of the offeror's employees providing services to OSCA through this contract must be authorized to work in the United States in accordance with applicable federal and state laws and regulations. This includes, but not limited to, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A. If the offeror fails to comply, OSCA shall declare a breach of contract resulting in an immediate cancellation of the contract with no penalty.

The offeror must function as the single point of contact for OSCA, regardless of any subcontract arrangements. This shall include assuming responsibility and liabilities for all problems relating to all services provided.

In accordance with this RFP, the offeror shall understand and agree the individual employees provided by the offeror shall not be utilized on any project in such a manner that conflicts with U.S. Internal Revenue Service and/or U.S. Department of Labor laws and regulations pertaining to distinctions between employees and offerors.

2.19 Property of State/Confidentiality:

All reports, documentation and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of OSCA. The contractor shall agree and understand all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential; and no reports, documentation or material prepared as required by the contract shall be released to the public without the prior written consent of OSCA. Upon expiration, termination, or cancellation of the contract, all documents, data, reports, supplies, equipment and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall become the property of OSCA.

2.20 Governing Law:

The contract shall be construed according to the laws of the state of Missouri. 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 OSCA.

2.21 Contractor Records:

The contractor shall maintain financial records, accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles as well as other procedures specified herein.

The contractor shall make all records, books and other documents relevant to the contract available at reasonable times and in a format acceptable to OSCA, and/or its designees and/or the auditor of the state of Missouri during the term of the contract and for a period of five (5) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of the action and resolution of all issues which may arise as a result of the audit.

2.22 Invoicing and Payment:

OSCA shall only reimburse the contractor for services provided. Consultants and subcontractors shall not be reimbursed directly.

The contractor shall understand and agree OSCA reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Immediately upon award of the contract, the contractor must register in, or have already registered as a vendor in MissouriBUYS, the statewide eProcurement system. OSCA intends to make all contract payments through the use of Electronic Funds Transfer through the MissouriBUYS system. To register, please go to www.MissouriBuys.mo.gov and click on the "Register" tab at the top of the page. There are also resources there to help you if you have questions about registering. It is the contractor's responsibility to ensure the information is current.

OSCA shall pay the contractor in accordance with the applicable firm, fixed price stated on the Pricing Page for services actually provided.

3.0 Scope of Work:

The contractor shall provide verbal foreign language interpreter services (hereinafter referred to as interpreter services) for the state courts of Missouri on an as needed, if needed, basis. For the purposes of this document, interpreter services shall be the interpretation of English spoken or translation of written concepts (e.g. forms) to the court requested language or the interpretation of the court requested language to English spoken or translation of written concepts. The contractor shall provide interpreter services:

In the county(ies) as proposed on the pricing page of this RFP at site(s) designated by the courts.

Directly in accordance with the provisions and requirements stated herein and to the sole satisfaction of the courts.

References to "the contractor" throughout this document shall be the interpreters actually providing the service. The contractor shall agree and understand that any court of the state of Missouri may participate in the use of the contract, but that the contract does not require mandatory participation by any court. OSCA does not guarantee any usage of the contract whatsoever.

The contractor shall agree and understand the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the state of Missouri, a court may, at its own discretion, obtain alternate services elsewhere.

The professional knowledge, skills and abilities required of a court interpreter are highly complex. Communication in courtroom proceedings may be more complex than in other settings or in everyday life. Interpreters may be required to have knowledge of various specialized and legal terminology, dialect and jargon, or varieties in language and nuances of meaning.

3.1 **Interpreters shall:**

- Be highly proficient in both English and the requested language.
- Be impartial during court proceedings.
- Accurately and idiomatically turn the message from the source language into the receptor language without any additions, omissions or other misleading factors that alter the intended meaning of the message from the speaker.
- Be adept at simultaneous interpretation, which is the most frequent form of interpretation used in the courtroom, consecutive interpretation, and sight translation.
- Communicate orally including appropriate delivery and poise.
- Demonstrate high standards for courtroom demeanor and professional conduct.
- Certified or qualified by National Center for State Courts standards.

If awarded a contract, the contractor agrees that the demonstrated proficiency of the interpreter shall be to the sole satisfaction of the court. The court reserves the right to determine any interpreter as unacceptable. The court should provide the contractor with justification for such rejection, however, the decision by the court regarding use of the interpreter shall be final and without recourse.

Upon contact by the court, the contractor shall review the anticipated needs requested by the court. The contractor shall advise the court within twenty-four (24) hours after notification if the required interpreter services can be provided by the contractor within the time frame, requested language and at the location required by the court.

At the request of the court or OSCA, the contractor shall provide resumes with references of interpreter(s) available for use by the court.

If requested by the court, the interpreter identified for providing interpreter services shall have a background security clearance including finger print check approved by the court prior to providing services for the court. The contractor shall be responsible for requesting and receiving background criminal history check information from the Missouri State Highway Patrol for each interpreter.

No later than five (5) calendar days after notification by a court, the contractor shall provide the court with a completed Authorization for Release of Information Form (Attachment #1) individually signed by the contractor and the anticipated personnel who shall be providing service.

The contractor shall coordinate all interpreter service assignments with the specific court requesting interpreter services.

In the event a scheduled interpreter is unable to keep an appointment, the contractor shall notify the requesting court as soon as possible in advance of the date agreed upon. The contractor shall provide a minimum of twenty-four (24) hours' notice. In the event the contractor is unable to

perform requested services on a consistent basis as determined by OSCA, the contractor's contract may be in breach and appropriate action may be pursued by OSCA.

Upon completion of the specific interpreting assignment, the contractor shall invoice the court which has received the service. The invoice must state the name(s) of the interpreter providing service, the language interpreted, the dates of service, the actual start and stop times, the case number, hourly total, location of service, and mileage reimbursement request. Attachment # 2 is a sample invoice showing the type of information required on an invoice.

The contractor shall be paid for services provided according to prices stated on the Pricing Page.

The contractor shall not receive payment for travel time per section 476.806, RSMo.

Other than the payments specified above, no other payments or reimbursements shall be made to the contractor. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Each time the contractor's services are needed, the court will attempt to utilize the interpreter for a minimum of two (2) continuous hours.

4.0 Preparation and Submission of Proposal

4.1 Submission of Proposal:

Organization of proposal: In order to provide optimal readability of the proposal by evaluators, offerors are strongly encouraged to organize their proposal as follows:

- Signed RFP Cover Page
- Pricing Page
- Exhibit A - Contractor's Expertise/References Summary
- Exhibit B - Affidavit of Work Authorization

4.2 Conciseness/Completeness of Proposal:

It is highly desirable the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in their proposals as it relates to the evaluation categories. OSCA is under no obligation to solicit such information if it is not included in the offeror's proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Unnecessary information should be excluded from the offeror's proposal

4.3 Open Records:

The offeror's proposal shall be considered open record upon award of the RFP pursuant to section 610.021 RSMo. The offeror shall not submit their entire proposal as proprietary or confidential. Also, the offeror shall not submit any part of their proposal as confidential unless the proprietary or confidential nature of the material is provided for in the above reference statute. Proprietary or confidential portions of the offeror's proposal allowed by the statute shall be separated, sealed and clearly marked as confidential within the proposal. The offeror shall provide adequate explanation of what qualifies the material as being held confidential under the provisions of the statute.

4.4 Compliance with Terms and Conditions:

The offeror is cautioned when submitting pre-printed terms and conditions regarding proprietary information, copyright, usage restrictions, etc., to make sure such documents do not contain other terms and conditions which conflict with those of the RFP and its contractual requirements. The offeror agrees, in the event of conflict between any of the offeror's terms and conditions and those contained in the RFP, the RFP shall govern. Taking exception to the state's terms and conditions may render an offeror's proposal non-responsive and remove it from consideration for award.

Offerors are cautioned that OSCA will not award a non-compliant proposal and, as a result, any offeror indicating non-compliance with any requirements, terms, conditions, and provisions of the RFP will be eliminated from further consideration for award unless OSCA exercises its sole option to competitively negotiate the respective proposal(s) and the offeror resolves the noncompliant issues.

The offeror's proposal should include an original document.

4.5 Evaluation Process:

Bids will be reviewed by an OSCA evaluation team to determine if the bid complies with the mandatory requirements and to determine reliable bids.

- a. Experience and Expertise of the organization
- b. Reliability of the organization

The evaluation of the offeror's experience and reliability of the organization shall be subjective. Information provided by the offeror in response to the exhibits of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

4.6 Experience and Expertise of the Organization:

The offeror should submit information requested herein in order to demonstrate the experience and expertise of the offeror. Failure of the offeror to submit sufficient information to document that the offeror is responsive and responsible may cause an adverse impact on the evaluation of the bid.

4.7 Reliability of the Organization:

The offeror should provide the information listed below related to previous and current services/contracts performed by the offeror's organization and subcontractors, which are similar to the requirements of this document.

- a. Name, address and telephone number of client/contracting agency and a representative of that client/contracting agency who may be contacted for verification of all information submitted;
- b. Dates of the service/contract; and
- c. A brief, written description of the specific prior services performed and requirements thereof.

References for current and/or previous contracts shall be identified on Exhibit B.

4.8 Competitive Negotiation of Proposals:

The offeror is advised that under the provisions of this RFP, OSCA reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. OSCA reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- c. Terms, conditions, prices, methodology or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror 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.
- d. The mandatory requirements of the RFP shall not be negotiable and shall remain unchanged unless OSCA determines that a change in such requirements is in the best interest of OSCA

4.9 Business Compliance:

The offeror must be in compliance with the laws regarding conducting business in the state of Missouri. The offeror certifies by signing the signature page of the original document and any amendment signature page(s), the offeror 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 offeror shall provide documentation of compliance upon written request by OSCA. The compliance to conduct business in the state shall include but not necessarily be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

4.10 Debarment Certification:

The bidder certifies by signing the signature page of this document and any amendment signature page(s), the bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation or otherwise excluded from or ineligible for participation under federal assistance programs. The bidder should complete and return the attached certification regarding debarment, etc., Exhibit C with their proposal. This document must be satisfactorily completed prior to award of the contract.

4.11 Final Determination:

Any bid which does not comply with the mandatory requirements of the RFP shall not be considered for an award. In addition, OSCA reserves the right to reject any bid for reason, which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the vendor within the past five (5) years, and/or (2) inability of the bidder to document responsible and reliable past performances similar to the services required, and/or (3) failure of the bidder to provide a reference(s).

Pursuant to section 285.530 RSMo, the bidder must affirm the bidder's enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein.

Submitting a completed, notarized copy of Exhibit B, AFFIDAVIT OF WORK AUTHORIZATION

4.12 Contract Award:

OSCA reserves the right to award multiple contracts for interpretation to assure judicial needs are satisfied.

4.13 Employee Bidding/Conflict of Interest:

Bidders who are employees of the state of Missouri, a member of the General Assembly, a statewide elected official, other political subdivisions or publicly funded institutions must comply with sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder and/or any of the owners of the bidder's organization are currently an employee of the state of Missouri, of Missouri, a member of the General Assembly, a statewide elected official, other political subdivisions or publicly funded institutions, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in vendor's organization:		_____ %

PRICING PAGE

LANGUAGE SPECIALTY: Spanish and German

CERTIFICATION ID NUMBER (if applicable): _____

REGISTERED INTERPRETER WITH OSCA: (YES OR NO) Yes

STATEWIDE: (Yes or No): Yes

If No, please indicate which county or counties and the hourly rate you are willing to provide interpretation services.

STATEWIDE HOURLY RATE: \$50/hour and two hour minimum

County	Circuit		Hourly rate for the county I will provide services in person	Hourly rate for the county I will provide services via telephone	Hourly rate for the county I will provide services via video conference
Adair	2				
Andrew	5				
Atchison	4				
Audrain	12				
Barry	39				
Barton	28				
Bates	27				
Benton	30				
Bollinger	32				
Boone	13				
Buchanan	5				
Butler	36				
Caldwell	43				
Callaway	13				
Camden	26				

County	Circuit		Hourly rate for the county I will provide services in person	Hourly rate for the county I will provide services via telephone	Hourly rate for the county I will provide services via video conference
Cape Girardeau	32				
Carroll	5				
Carter	37				
Cass	17				
Cedar	28				
Chariton	9				
Christian	38				
Clark	1				
Clay	7				
Clinton	43				
Cole	19				
Cooper	18				
Crawford	42				
Dade	28				
Dallas	30				
Daviess	43				
Dekalb	43				
Dent	42				
Douglas	44				
Dunklin	35				
Franklin	20				
Gasconade	20				
Gentry	4				
Greene	31				

County	Circuit		Hourly rate for the county I will provide services in person	Hourly rate for the county I will provide services via telephone	Hourly rate for the county I will provide services via video conference
Grundy	3				
Harrison	3				
Henry	27				
Hickory	30				
Holt	4				
Howard	14				
Howell	37				
Iron	42				
Jackson	16				
Jasper	29				
Jefferson	23				
Johnson	17				
Knox	2				
Laclede	26				
Lafayette	15				
Lawrence	39				
Lewis	2				
Lincoln	45				
Linn	9				
Livingston	43				
Macon	41				
Madison	24				
Maries	25				
Marion	10				

County	Circuit		Hourly rate for the county I will provide services in person	Hourly rate for the county I will provide services via telephone	Hourly rate for the county I will provide services via video conference
McDonald	40				
Mercer	3				
Miller	26				
Mississippi	33				
Moniteau	26				
Monroe	10				
Montgomery	12				
Morgan	26				
New Madrid	34				
Newton	40				
Nodaway	4				
Oregon	37				
Osage	20				
Ozark	44				
Pemiscot	34				
Perry	32				
Pettis	18				
Phelps	25				
Pike	45				
Platte	6				
Polk	30				
Pulaski	25				
Putnam	3				
Ralls	10				

County	Circuit		Hourly rate for the county I will provide services in person	Hourly rate for the county I will provide services via telephone	Hourly rate for the county I will provide services via video conference
Randolph	14				
Ray	8				
Reynolds	42				
Ripley	36				
Saline	15				
Schuyler	1				
Scotland	1				
Scott	33				
Shannon	37				
Shelby	41				
St. Charles	11				
St. Clair	27				
St. Francois	24				
St. Louis	21				
City of St. Louis	22				
Ste. Genevieve	24				
Stoddard	35				
Stone	39				
Sullivan	9				
Taney	46				
Texas	25				
Vernon	28				
Warren	12				
Washington	24				

County	Circuit		Hourly rate for the county I will provide services in person	Hourly rate for the county I will provide services via telephone	Hourly rate for the county I will provide services via video conference
Wayne	42				
Webster	30				
Worth	4				
Wright	44				

EXHIBIT A

CURRENT/PRIOR EXPERIENCE

The vendor should copy and complete this form for each reference being submitted as demonstration of the vendor and subcontractor's current/prior experience. In addition, the vendor is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Vendor Name : <u>Mary Ella Steck</u>	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	Cole County Court
Address of Reference Company: ✓ Street Address ✓ City, State, Zip	301 E High Street Jefferson City, MO
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	Michelle Gentes / Honorable Judge Stumpe PO Box 1870 573-634-9150 Michelle.Gentges@courts.mo.gov
Dates of Services:	Since 2000
If service/contract has terminated, specify reason:	N/A
Type of environment interpretation performed: (i.e. depositions, court room, etc.)	In person and video courtroom interpreting

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the state of Missouri for additional discussions regarding my/my company's association with the vendor referenced above:

Signature of Reference Contact Person

Date of Signature

EXHIBIT B
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

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.

BUSINESS ENTITY CERTIFICATION:

The vendor must certify their current business status by completing either Box A or Box B below.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that Mary Ella Steck (*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 utilizes 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 Mary Ella Steck (*Company/Individual Name*) is awarded a contract for the services requested herein under _____ (*RFP Number*) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then Mary Ella Steck (*Company/Individual Name*) shall, prior to the performance of any services as a business entity under the contract:

- (1) Enroll and participate in the E-Verify (see below for E-Verify contact information) federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- (2) Provide the documentation required herein affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program; AND
- (3) Submit a completed, notarized Affidavit of Work Authorization provided below.

Mary Ella Steck
Authorized Representative’s Name
(Please Print)

Mary Ella Steck
Authorized Representative’s Signature

Company Name (if applicable)

June 23, 2021
Date

EXHIBIT B, continued

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, RSMo as stated above.

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

As a business entity, the vendor must:

- (1) Enroll and participate in the E-Verify (see below for E-Verify contact information) federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- (2) Provide the documentation required herein affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- (3) Submit a completed, notarized Affidavit of Work Authorization provided below.

The vendor should complete and submit items (2) and (3) above with the proposal but must submit them prior to an award of a contract.

EXHIBIT B, 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 _____ (*RFP Number*) for the duration of the contract, 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 related to _____ (*RFP Number*) for the duration of the contract, 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

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

_____ Signature of Notary	_____ Date
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EXHIBIT C

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal, it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

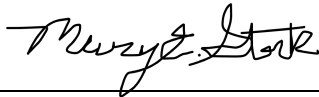
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Mary Ella Steck

Name and Title of Authorized Representative



Signature

June 23, 2021

Date

ATTACHMENT #1

OFFICE OF STATE COURTS ADMINISTRATOR

SECURITY CLEARANCE AUTHORIZATION

(DO NOT INCLUDE WITH PROPOSAL SUBMISSION – FOR USE UPON CONTRACT AWARD ONLY)

NAME: _____ DATE: _____
(PLEASE PRINT)

ADDRESS: _____

SOCIAL SECURITY NUMBER: _____

RACE: _____ MARITAL STATUS: _____

DATE OF BIRTH: _____

I hereby authorize and request release to the state of Missouri, Office of State Courts Administrator, any and all records and information including, but not limited to, originals or copies of any records, documents, reports, and criminal history records.

I voluntarily agree to cooperate in such investigation and release from all liability or responsibility the state of Missouri, Office of State Courts Administrator and all other persons, firms, corporations and institutions supplying the above requested information.

SIGNATURE

SUPERVISOR'S SIGNATURE

ATTACHMENT # 2

COMPANY NAME

Company Address
City, State ZIP Code
Phone Number fax Fax Number

Invoice No.

SAMPLE

INVOICE

Customer

Court (County & Division) _____
Requested by _____
Address _____
City _____ State _____ ZIP _____
Phone _____

Date 9/18/2002
Order No. _____
Rep _____

Qty	Description	Unit Price	TOTAL
6.5	Trial: CR123-456 State of MO v Smith, Jones 9:00 am to 11:30 am, 1:00 pm to 5:00 pm	25.00	\$162.50
31	Total mileage to/from event	0.500	\$15.50
1	Lunch	8.350	\$8.35
SubTotal			\$186.35
TOTAL			\$186.35

Payment Details

☐ Cash
☒ Check
☐ Credit Card

Name _____
CC # _____ Expires _____

Office Use Only

Insert Fine Print Here: Due date, interest, late fee, etc.

Insert Farewell Statement Here: Slogan, Mission Statement, Thanks

SAMPLE INVOICE1

**STATE OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

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

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

2. APPLICABLE LAWS AND REGULATIONS

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

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the contractor's responsibility to ask questions, request changes or clarification or otherwise advise OSCA if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory and/or arbitrary or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from contractors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from OSCA, unless the RFP specifically refers the contractor to another contact. Such e-mail or phone communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the contractor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all contractors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore contractors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Contractors are cautioned that the only official position is that which is issued by OSCA in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. OSCA monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among contractors, price-fixing by contractors or any other anticompetitive conduct by contractors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. OSCA reserves the right to officially amend or cancel an RFP after issuance.

4. PREPARATION OF PROPOSALS

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

5. SUBMISSION OF PROPOSALS

- a. The electronic copy may be sent via e-mailed to the OSCA contract office. All proposals must (1) be submitted by a duly authorized representative of the contractor's organization, (2) contain all information required by the RFP, and (3) be priced as required. Delivered or e-mailed proposals should be received in the OSCA office prior to the target time and date specified in the RFP.
- b. The envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official target date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal which has been delivered to OSCA may be modified by signed, written notice which has been received by OSCA prior to the official target date and time specified. A proposal may also be modified in person by the contractor or its authorized representative, provided proper identification is presented before the official target date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal which has been delivered to OSCA may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail or facsimile which has been received by OSCA prior to the official target date and time specified. A proposal may also be withdrawn in person by the contractor or its authorized representative, provided proper identification is presented before the official target date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the contractor. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the Contractor.
- f. Contractors delivering a hard copy bid to OSCA must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the contractor of all RFP terms and conditions. Proposals submitted electronically may be scanned and submitted. Failure to do so may result in rejection of the proposal unless the contractor's full compliance with those documents is indicated elsewhere within the contractor's response.
- g. Faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

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

7. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the contractor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a contractor shall be subject to evaluation if deemed by OSCA to be in the best interest of the judiciary.
- c. The contractor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit OSCA. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to OSCA.
- d. Awards shall be made to the contractor 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 contractor and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes and all applicable Executive Orders.
- e. In the event all contractors fail to meet the same mandatory requirement in an RFP, OSCA reserves the right, at its sole discretion, to waive that requirement for all contractors and to proceed with the evaluation. In addition, OSCA reserves the right to waive any minor irregularity or technicality found in any individual proposal.

- f. OSCA reserves the right to reject any and all proposals.
- g. When evaluating a proposal, OSCA reserves the right to consider relevant information and fact, whether gained from a proposal, from a contractor, from contractor's references or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those contractors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing contractors.
- j. Any award of a contract shall be made by notification from OSCA to the successful contractor. OSCA reserves the right to make awards by item, group of items or an all or none basis. The grouping of items awarded shall be determined by OSCA based upon factors such as item similarity, location, administrative efficiency or other considerations in the best interest of the judiciary.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. Contractors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. OSCA reserves the right to request clarification of any portion of the contractor's response in order to verify the intent of the contractor. The contractor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract(s) award shall be made by OSCA.

8. CONTRACT/PURCHASE ORDER

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

9. INVOICING AND PAYMENT

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

10. DELIVERY

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

11. INSPECTION AND ACCEPTANCE

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

12. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by OSCA, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship and (5) be free from defect.

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

13. CONFLICT OF INTEREST

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

14. REMEDIES AND RIGHTS

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

15. CANCELLATION OF CONTRACT

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

16. COMMUNICATIONS AND NOTICES

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

17. BANKRUPTCY OR INSOLVENCY

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

18. INVENTIONS, PATENTS AND COPYRIGHTS

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

19. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

20. AMERICANS WITH DISABILITIES ACT

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

21. FILING AND PAYMENT OF TAXES

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

22. TITLES

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

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